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BOOK 124 PAGE 341

STEWART TITLE COMPANY

THIS SPACE PROVIDED FOR RECORDER'S USE

"A Tradition
of Excellence"

FILED FOR RECORD AT REQUEST OF

FILED TO RECORD

Larry Setchell

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WHEN RECORDED RETURN TO

Name Larry Setchell, P.S.

Address P.O. Box 940

City/State/Zip Vashon, Washington 98070

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 11th day of October 1988 between

Lynn A. Weyand

GRANTOR.

whose address is P.O. Box 118, Underwood, Washington 98651

STEWART TITLE GUARANTY COMPANY, a corporation, TRUSTEE, whose address is 1201 Third Avenue, Suite 3800, Seattle, WA 98101-3055.

Eva R. Reichl

BENEFICIARY.

whose address is P.O. Box 472, Princeton, New Jersey 08542

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 Attachment 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 \$ 160,000.00:

One Hundred Sixty Thousand and 00/100-----Dollars 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. 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 the 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.

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. 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 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 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 notes 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.

Lynne B. Wyzard

STATE OF WASHINGTON

County of *Head River*

I hereby certify that I know or have satisfactory evidence that *Lynne B. Wyzard*

is the person who appeared before me, and said person acknowledged that (*She*) signed this instrument and acknowledged it to be *her* free and voluntary act for the uses and purposes mentioned in this instrument.

Dated *7/18/91*

G. J. Williams
Notary Public in and for the State of *Washington*,
residing at *Head River*

My appointment expires *2/19/92*

STATE OF WASHINGTON

County of

I certify that I know or have satisfactory evidence that

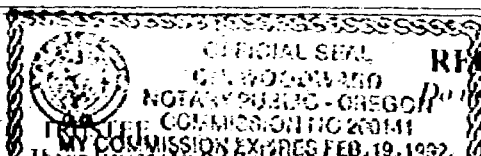
is the person who appeared before me, and said person acknowledged that (*he*) signed this instrument, on oath stated that *he* authorized to execute the instrument and acknowledged it as the *of*

to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated

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

My appointment expires



REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO TRUSTEE, COMMISSIONER FEB. 19, 1992
I, the undersigned, Notary Public, do hereby certify that 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 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

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ATTACHMENT A
LEGAL DESCRIPTION FOR LYNN WEYAND
Remainder

October 16, 1986

A tract of land in the Southeast quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian in Skamania County, Washington, described as follows:

BEGINNING at the Southwest corner of the North 330 feet of the Northwest quarter of the Southeast quarter of Section 20;

THENCE South $88^{\circ} 11' 55''$ East parallel to the North line of said Southeast quarter of Section 20, a distance of 1136.35 feet;

THENCE South $00^{\circ} 11' 35''$ West a distance of 803.03 feet more or less to the North right-of-way line of Ashley Drive;

THENCE Easterly along said North right-of-way line to a point on the East line of that tract conveyed to Reichl Enterprises, Inc. by deed recorded in Book 76 at Page 211 of Skamania County records;

THENCE South $00^{\circ} 11' 35''$ West along said East line a distance of 772.02 feet more or less to the North line of Cook-Underwood Road;

THENCE Westerly along the North line of the Cook-Underwood Road and Kollock-Knapp Road to the West line of the Southeast quarter of said Section 20;

THENCE North $90^{\circ} 55' 08''$ East 1301.05 feet to the POINT OF BEGINNING.

EXCEPT: BEGINNING at a point on the centerline of said Kollock-Knapp County Road where the North-South centerline of Section 20 intersects with said road centerline;

THENCE North along said centerline a distance of 30 feet to the TRUE POINT OF BEGINNING of this exception;

THENCE North along said North-South centerline of Section 20 a distance of 340 feet;

THENCE East parallel with East-west center of section line a distance of 250 feet;

THENCE South parallel with the North-South section centerline a distance of 200 feet more or less to the Northerly right-of-way line of Ashley Drive County Road #32250;

THENCE in a Southwesterly direction along the Northerly right-of-way line of Ashley Drive and Kollock-Knapp Roads a distance of 300 feet more or less to the TRUE POINT OF BEGINNING of this exception.

EXCEPT County Roads.

EXCEPT tract conveyed to Skamania County in Book 69 at Page 344.



12/05/86