

6090

Marsha Jeanine Bissell
 SEP 25 2 47 PM '91
P. Lowry

After Recording Mail To:

PHILIP A. FOSTER
 Attorney at Law
 1112 Daniels Street
 P.O. Box 54
 Vancouver, WA 98666

DEED OF TRUST

1. Effective Date: August 26, 1991
2. Grantor: THOMAS CONLON BISSELL
3. Trustee: Philip A. Foster
4. Beneficiary: MARSHA JEANINE BISSELL

THIS DEED OF TRUST, made on the Effective Date above stated, between THOMAS CONLON BISSELL, as GRANTOR, whose address is 2R Sooter Road, Underwood, WA 98651, Philip A. Foster, as TRUSTEE, whose address is 1112 Daniels Street, Ste 200, Vancouver, Washington 98660, and MARSHA JEANINE BISSELL, as BENEFICIARY, whose address is P.O. Box 256, Stevenson, WA 98648.

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

LEGAL DESCRIPTION ATTACHED ON 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.

(\$ 5,150.00) This Deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Five Thousand Seven Hundred Sixty, with interest of zero percent (0.00%) per annum from August 26, 1991, 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 not further encumber or mortgage the subject property or transfer, assign, sell, lease, or sublease the subject property without the written consent of the Beneficiaries, which consent shall not be unreasonably withheld.
3. To follow the terms of an Joint Maintenance Agreement between Grantor and Beneficiary to jointly maintain, repair, and make payments on the real property identified as Parcel B on the Decree of Dissolution between Grantor and Beneficiary, Skamania County Superior Court Cause number 90 3 00026 1. Default by Grantor on such agreement shall concurrently be default under this Deed of Trust.
4. 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.
5. 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.
6. 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, foreclosure or proceeding, whether judicial or non-judicial, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

Deed of Trust - 1

Registered _____
 Indexed, by _____
 Indexed _____
 Filed 9/27/91
 Mailed _____

7. 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 and as required by this paragraph.

8. 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 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 their execution of this Deed of Trust, and such as they 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 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 encumbrancer 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. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the address of the property above described; or to such other address as Grantor has requested in writing to the Beneficiary, that such notices be sent. Any time period provided in the giving of any notice hereunder, shall commence upon the date such notice is deposited in the mail.

9. 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, and assigns. The term Beneficiary shall mean the holder and owner of the Note secured hereby, whether or not named as Beneficiary herein.

Dated this 26th day of August, 1991.


GRANTOR

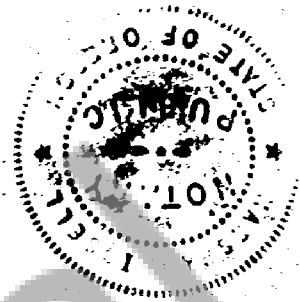
STATE OF WASHINGTON)
: ss.

County of Skamania)

I certify that I know or have satisfactory evidence that THOMAS CONLON BISSELL is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be the free and voluntary act of such person for the uses and purposes mentioned in the instrument.

DATED: August 26, 1991.

Nirucka Baid
NOTARY PUBLIC
Residing at Vancouver.
My Appointment Expires: 12-6-91



PARCEL A

BOOK 125 PAGE 165

AFFIDAVIT OF THOMAS C. BISSELL and MARSHA J. BISSELL

STATE OF WASHINGTON }
County of Skamania } ss.

THOMAS C. BISSELL and MARSHA J. BISSELL, husband and wife,
being first duly sworn, depose and say:

We are the owners of a certain parcel of real estate in
Skamania County, Washington, described as:

The following described tract of land located
in the South half of the Northeast quarter of
Section 22, Township 3 North, Range 10 East of
the Willamette Meridian, described as follows:

Beginning at a point South 89°33' West 974.81
feet from the quarter corner on the East line
of the said Section 22; thence South 89°33'
West 56.32 feet; thence North 00°29' East 19
feet to the initial point of the tract hereby
described; thence North 00°29' East 252 feet;
thence South 89°33' West 65 feet; thence South
00°29' West 252 feet; thence North 89°33' East
65 feet to the true point of beginning.

hereinafter referred to as [REDACTED].

Plus that property in Skamania County, Washington described as:

A parcel of land located in the South Half of
the Northeast Quarter of Section 22, Township
3 North, Range 10 East of the Willamette
Meridian, Skamania County, Washington,
described as:

Beginning at a point South 89°33' West 974.81
feet from the quarter corner on the East line
of the said Section 22; thence South 89°33'
West 56.32 feet; thence North 00°29' East 19
feet to the initial point of the tract hereby
described; thence North 89°33' East 45 feet;
thence Northwesterly in a straight line to a
point which is North 00°29' East 252 feet from
the initial point; thence South 00°29' West
252 feet to the initial point;

TOGETHER WITH all easements appurtenant to the
real estate proposed to be conveyed.

The area of the property proposed to be conveyed amounts to
approximately 11 acres. It is the intention of Thomas C. Bissell
and Marsha J. Bissell, should the proposed conveyance take place,
to incorporate the use of the above-described parcel with the
property presently owned by [REDACTED].