

DEED OF TRUST

THIS DEED OF TRUST is made this

-10th

day of Two-ember

126

as Grantor,

BETWEEN Ruth M. Palmer a Midow

whose address is MP .17 Gropper Road, Stevenson, WA

and Skaremia Co. Title Ins. Co.

, as Trustee.

whose address is Po Fox 277, Stevenson, KA 98648

and FIRST INDEPENDENT BANK, as Beneficiary, whose address is 8015 NE. Highway 99, PO Box 1409.

Vancouver, kA 98668

Grantor hereby treevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in Skumania County, Washington

See legăl attachei.

TOGETHER WITH all tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in any way appertaining, and the rents, fosies and profits thereof, and all fixtures and property that may be now located upon said real property or may hereafter be installed in or attached to or used in or adapted for use in the operation of the property and improvements, including, but without being limited to all trees, shrubs, rockeries, retaining walls, walks, driveways, buildings, structures, improvements and fixtures, plumbing, heading, lighting, cooling and ventilating apparatus, awnings, door and window screens, built in ranges, dishwashers, refrigerators, washers, disposals, dryers, mirrors, rugs, carpeting and other floor covering material, and drapery traverse rods and hardware, and venetian blinds and window shades, all of which property, whether affixed or annexed or not, shall for the purposes of this Deed of Trust be deemed conclusively to be real estate and conveyed hereby. Grantor agrees to execute and deliver, from time to time, such further instruments as may be requested by Beneficiary to confirm the lien of this Deed of Trust on any property. To the extent that any of the property described herein may be subject to the provisions of the Uniform Commercial Code, this Deed of Trust is a security agreement, granting to Beneficiary, as secured party, a security interest in any such property and the Grantor agrees to execute such financing statements as may be required by the Beneficiary and pay, upon demand, filing fees for any such financing statements and continuations thereof.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and payment of the sum of Five Thousand Five Hundred Twenty Five Folliars and pollisher and polisher and the fermion of Exercising to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor, all renewals, modifications or extensions thereof, and also such further sums (future advances) which, upon request of Grantor. Bank may make, at Bank's option, prior to full reconveyance of the property by Trustee to Grantor. Such future advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said-notes are secured hereby.

The Grantor covenants and agrees as follows:

- I lo pay all debts and momes secured hereby, when from any cause the same shall become due. To keep the premises free from statutory and governmental liens of any kind. That the Grantor is possessed of ownership of the premises in fee simple, has good right and lawful authority to convey the premises in the manner and form herein provided, that the premises are free from liens or encumbrances, except for those disclosed to Beneficiary, and that he will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and that this covenant shall not be extinguished by any foreclosure hereof but shall run with the land.
- To pay to Beneficiary, it Beneficiary so requires, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, on the date set forth therein for the making of monthly payments each month, until said note is fully paid, a sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on insurance policies as may be required under paragraph 10 hereof, Grantor agreeing to deliver promptly to Beneficiary all bills and notices thereof, less all sums already paid therefor, divided by the number of months to elapse before two (2) months prior to the date when such ground rents, premiums, taxes and special assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments. All payments mentioned in this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by Beneficiary to the following items in the order set forth. (1) ground rents, if any, taxes, special assessments, fire and other hazard insurance preiniums. (2) interest on the note secured hereby, and, (3) amortization of the principal of said note. Any deficiency in the amount of any such aggregate monthly payment shall constitute an event of default under this Deed of Trust. The arrangement provided for in this paragraph 2 is solely for the added protection of the Beneficials and entails no responsibility on the Beneficiary's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon assignment of this Deed of Trust by the Beneficiary, any funds on hand shall be turned over to the assignee and any responsibility of the assignor with respect thereto shall terminate. Trach transfer of the property that is the subject of this Deed of Trust shall automatically transfer to the Grantee all rights of the Grantor with respect to any funds accumulated bereunder.
- 3. In the event that any payment or portion thereof is not paid within ten (10) days commencing with the date it is due. Beneficiary may collect, and the Grantor agrees to pay with such payment; a "late charge" of 5% of the payment, minimum of one dollar maximum of tive dollars, as liquidated damages for the additional expense of handling such delinquent payments.

- fixing total of the payments dienemeabled reserves) made and reprograph 2 hereof relating to reserves if reground territ taxes, special assessments, and premains solutionance policies, shall deceed the amount of paragons acreally made to Beneficial, as set both in paragonal 2, such exercising excided by Beneficials, on our equant paragonals to be made of Granges on at the option of the Beneficiars, refunded to the Granior or his successor in interest as may appear upon the recently of the Beneficiary. Its however, the monthly payments accomplaining such reserves shall not be sufficient to pay the same goquited when the same shall become due and payable, the Grantor shall pay to Beneficiary any amount hecessary to make up the dehen my walan morty (30), days after written notice to Grantor stating the amount of the deficiency. If there shall be a detail finder and of the provisions of this Deed of Irust and thereafter a sale of the premises in accordance with the provisions hereof, or at the Beneticiary a spires the property otherwise after default, the Baneficiary shall apply, at the time of commensement of such proceedings, or at the time the propert. is otherwise acquired, the balance then remaining in the funds accumulated under paragraph 2, less such sair as will been me dule and payable during the pendency of the proceedings, as a credit against the amounts secured hereby
- 5. To keep all of the property described betom in good repair and condition and not to compar of permit any waste thereof Grantor shall permit Beneficiary for its agents the opportunity to inspect the property, including the interior of any structures, at reason able times and after reasonable notice.
- 6. Grantor represents and warrants to Beneficially that to the best of Grantor's knowledge after the and diligent inquiry, no hazardous or tuste waste substances are being stored or used on the Property or any adjacent property, nor have any such substances been stored of used on the Property of any adjacent property prior to Grantor's ownership gassession or control of the Property Grantor agrees to provide written notice to Beneficiary immediately upon Grantor becoming aware that the Property of any adjacent property is being or has been contaminated with hazardous or town waste or substances. Crantor will not cause nor permit any actividies on the Property which directly or indirectly could result in the Property or and other property bione contaminated with hazardous or took, Waste of substances. For purposes of this Deed of Trief, the term "hizardens or tight a one or substance" incans and substatice of material defined or designated as hazardore or toxic wastes, hazardors or toxic material, a hazardors, toxic or radioactive Substance or other similar terms by any applicable tederal, state or local statines regulation or orderance now or harcatter in effect

* Grantor shall promptly comply with all reasonable requests of Begeticiary, and all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities of courts having jurisdiction relating to the inspection for and the use. collection, storage, tréatment, contrôl, tymoval or <u>cleanors or hazardous</u> of hoxig waste or substances in, on bit under the Properts or in, on, or under any adjacent property that becomes contaminated with hazardous or toxic waste or substances as a result or con-Struction, operations or other activities on, or the contamination of the Properties memperated assimulation or there are si Gramor's expense: Beneficiary may but is not obligated to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protestars interest as Beneficiary, and whether or not Grantor has actual knowledge of the existence of hazardous of toxic waste or substances, in, on, or under the Property or any adjacent property as of the date hereof. Grantor shall reimburse Beneticyary on demand for the full amount of all costs and expenses incurred by Beneticiary prior to Beneticiary acquiring title to the Property through toreclosure or deed in liga of foreclosure, in configuration with such comple

- to complete or restore promptly additingood workmanlike mainer anythinisting configuration at which this, he constructed damaged or destroyed thereon, and pay when due all, costs ancarred therefor, and Grandor turber agree
- As the To commence construction promptly and in any event within thirty (80) days from the late of this instrument, and complete the same in accordance with any agreements relating to construction and plans and specifications, satisfactory to Beneficiary.
 - (b) To allow Beneficiary toginspect said property at all times during construction
- (3) To replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after a rinen replace to the Ciramor or such tast
- 17. (day That work shall not cease on the constitution of such exprovenients for any reason whatsoefter has a period of friteeric (S) carrivocutivo dinvi
- is The Trustee, upon presentation to it of an affiliavit signed by Beneficiary setting forth facts showinger decigit by Cirantor under this munitered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder
 - Not to remove or demolish any jot the property-conveyed hereby
- 9 for apply with all laws ordenances, to must too or algarges of may kind in connection therewith riditions and restrictions or total old property, and pato constitutions.
- How I depreciate to the Beneficiary of least thirty of day project to expirate to deviate another and contain increasingly, insufance with premiants prepare, or all so the propertiental is the subject of this Deed of Tripes of hereafter the many part of said property against less to the order to this Deed of Tripes of hereafter the many part of said property against less to the total solution and continued continued continued from the notion of the Repeticians and said and the said per associated by properties and sale for a parable consess with a constitute on the order to the Beneficiary and to deliver all peaces to Beneficials which delivers small constitute an assumment to Beneficial votation to the Beneficial solution and the part of all the order to the Beneficials and required positives in Granton to the order approach peakers of the order to be properties. All this range is the form of approach and peakers in Granton to the order to the order of peakers in Granton is all times for return to the Beneficials or to any chords. Beneficially an agents or insurers and requirement that he begins and the order of the subject properties at extension of the total subject properties at extension of the indicates of the order of the Granton in an around the process at force stars passed to the purchaser of Granton replaces and policy proof to as expiration? —

 The solution of this expiration of the order of the Granton replaces and policy prior to as expiration? —
- by optical the deal dependings so to action is proceeding that agent affect the energy of this ecountry institution or the economics. assist or the rights not passers of Beneficiars of Trustee, and should Beneficiary of Trustes electralso to appear in or detend any such about the first of powers to be a lab by the constitute Dender Trast, of these spectrum of appearing the constitute of present the first of the Present to the first of the present the first of the Citation will at all times indicatingly from and on the analysis because the first of the Citation will at all times indicatingly from and one to another barries Beach constitution of the first of t steady three stings or said promptly by Benediciary to forestos, this Deed of Trust
- 12. The province and least them to be provided and trainstances, assess that and counterbrances charges encloses with intensity and the set that the experience of the property that as the set of an H. Dour of the entire part that of which also but any fine property that as the set of an H. Dour of the entire part that of which provided has been also characters and appearance with a horizontal and the provided and the provided appearance of the entire part of the en of this Dood of Just . On definitional this prograph Breet carry majoritats option pay, or proceedings of consideral in the a sumer without wanter of any other paths of Beneficiary by reason at a light hand of Guerra, and Rainthourisshall test by lautin to furant it but a famous to escribe land state option
- It is passing notice by the whiteir potice to Graptor all some expendencer of sangel to repair, the common first proceedings as Aith district their the date of such advance of experiment and the replanment in first shall be seen in the poor. I may Court of hid Beneficiary agree to other terms of payments orch amounts shall be payable appearable; then, Benefic as no corporations payable to be the form the content of the payable to payable to proper the content of the content of the payable to proper the content of the content of the payable to proper the content of the content of the payable to proper the content of the content of the payable to proper the content of the payable to proper the content of the payable to proper the payable to provide the payable that the payable to payable the payable to provide the payable to provide the payable to provide the payable to payable the payable the payable the payable to payable the pay producted abder the proofs sort in the Sound to this Doed of Trust apiecs payment of interest at $[\alpha]$ build would be a little to so (α) and rde lak an which electrosist angente bod, bedrosterest at the pelhest rate permission in erroppe, and its competence is a si-the paracraph it stabletspane Beach career and expense or take any a tool bereauder. Fail to be republished, epochalished . Jako 🖎 Szegtest tate assentiant, restriction withintensing as of the majera of teach notice will at Benefit error optome constitute in event of defeat for earlier of Benefitians may at its lefter it, commence as appropriatest Granton for the recovery of our expending. For all one and attempt the more and include elect Charlest arrives to pay, and differ to the injury of our configurations at less one with the another of the book actions together with a reasonable latterney - the

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- as the first of the artistical repeated the solution of the formation of the property of the first and the formation of the first of th
- Public of provide improvement confidentiation proceeding thre eaglity advantages there is by tiden or daily the confidentiation proceeding thre eaglity advantages and proceeding three eaglity and an appropriate in the confidentiation proceeding three eaglity advantages and the eaglity of an arrow the compounds of subtraction in compounds of subtraction in compounds of subtraction in compounds of subtraction and proceeds distincting the proceeds of any policies of more read therefore. All such compounds to exactly the Berleticians, which may after distancing the effection all its expenses, including attenties a feets release any thoracs of received by a apply the same on any indebtedness so much better or apply the same to the repair of a storation of the property, as it has elect of the scale of the first assignments of any composition of the property, as it has elect or those may remain
- of the Alone was the essence here I in connection with all ordinations of the Grantot negatives an analysis. By accepting partient of the secured hereby after its due date. Beneficiary dives not waive its help either to require protect property assessment due of all postbed connects secured of to declare declaration for tailore so to pay.
- The endersement and your of full reconsequence, for cancellation and retentions without attention of this Deed or Trust and the note the endersement and your of full reconsequence, for cancellation and retentions without attention the liability of any person for the payment of the independences. Trustee may carried end to be making of any map or plat or said property. To soon in granting any easement of treating any restriction therefore of soon trains superdination of other agreement affecting this Deed of Trust of the lieu of charge therefore or the reconsexy, without warranty, all or any part of the property. The Grantee in any reconsexant may be described as the species of persons legally entitled thereto, and there is tall therein of any matters of facts study be conclusive proof of the mathetic fless thereof. Grantog agrees to pay a reasonable Trustee's lee for tall or partial reconsecution, together with a reconstruction of the mathetic at its spition, elects to record said reconveyance.
- Is . The collection observe, assues, and profits on the proceeds of the and their insurance in compensation or assurdfor any takene of damage of the property, and the approximation of selection as after and the new cure of seasonable details of monde of default hereunder of insulatate any get done partition to their content.
- The lean secured by this Deed of Trust is personal to the Grentor. It there is or any inferest in the projects described between light pass from Granton by Deed of otherwise or, it shid property shall be sold on contract or if the projects shall be accused by the Granton Beneficiary may, at its option and in one reface with the how of the Station Washington following the cut or infead business manded their many has been contracted by the interest rate of the sums promoted by this Deed of Trust shall be increased to such have as the Beneficiary to make it is the more as the Beneficiary to make the more as the Beneficiary to make the morning payments on the outer of the ship atom to the tensioning term of the original note and Deed of Trust.
- As a condition of the Benchmary grante its consent to decome not the to a transfer of interest in the property. Businesses that require its above personal internation concerning the parents in a forest interest in the property and and shall be part all of Benchmary's costs incurred to determining the purchasers credition thaness regardless of the outcome of that determination. The charge may at the option of the Benchmary, be added to the principal balance of the indebtedness secured by this Deed of Trist. It Benchmark has waived the option to accelerate provided above and it Granton's successor in interest has executed a written assimption afterment accepted in writing by the Benchmark has been believed.
- Fig. 1. Between a curious event of the form of the Boundary training the following the section of the curious control and provided a provided that execution the first training the same declared day. If Change the particles per out one specific expension of a right section of a control of the particles of the capathological and provided the first one of the particles of the capathological and the first of the others.
- and for it is a substitution of the part of the part of the fact o
 - 21. The property which is the subject of this Deed of Trust is not used principally or primarily for agricultude or larging purposes.
- In the event of the passage after the date of this Deed of Trust of any Federal. State or local law deduction from the value of property for the purpose of taxation any hen increasing or changing many way the laws now in force for the faxation of mortgages ifteeds of trust or debts secured thereby, for Federal. State or local purposes, for the manner of the collection of any such taxes so as to affect the interest of Beneficiary, then and in such event. Grantor shall be at and pay the full amount of such taxes, provided that if for any tearon payment by Grantor of any such new or additional taxes would be inharded or if the payment thereof would constitute usuary or relater the foath or indebtedness secured hereby wholly or partially assumed while in the return of provisions of the Note or the wattin Deed of Trust, or otherwise Beneficiary may at the prior, with it for any or the return of some whole sum secured by this Deed of Trust with interest to the feather that it is dialogly dealered payable or Beneficiary may at its option pay that amount of points in 2 such taxes as renders the han or indefficiences so and actual or as along in which event Grantor shall repeaternly therewith pay the remaining asymmetricity spectron or refunder or said taxes.
- 23. This Deed of Trast applies to manes to the beight of and is balding not only on the parties hereto, but on their beins sees, legations, administrators, over ators, on cossors, on the "All obligations of Granter betyinger are sobiliable Scottail term Beneficiars' shall mean the holder and exper, including pleasees; of the note secured hereby whether of not harved as Benefic spars herein. Without affecting the habiture of any other person for the payment of anytobligation herein mentioned one inclining Grando Should the convey said real property) and without affecting the hereof upon any property her released. Beneficials may, without a notice, release any person so hable, extend the indirects or modify the terms of any such obligation, or grant other indulenties, release or reconvey or cause to be released or reconveyed at any time all or any part of the realty dos ribed herein, take or release any other security or make compositions or other arrangements with debtors. Beneficiary may also gee pf additional security, either concurationly herewith or thereafter and self-same or otherwise realize thereon, either before, concurrently with or after sale hereinder This Deed of Trust shall be as construed that where set applicable, the assectable summar pumber shall include the pluracularities the usered the policin number shall in high the singular number, the use of any agrider shall be applicable to all genders and shall likewise he or construct as apply able to and in bitting a corporation. The worst more shall awhide all to be evidencing the indeptedness specified hereby. Itsatiy of the provisions factors shall be determined to contravene by the invalid under the laws of the State of Washing four sucts contravently as convalidate shall not invariable and other providences tilles agreement but a shall be constructfus at not soil faming (the particular provision or provisions held to be availed, and an rights and obligations of the parties shall be construct, gid distances also rapids. No wafer to Beneticars of excitetable of the part of Graptor shall by construed as a whiter of any cities below ditable to to linder. Any restrict to be decembed to make my Bore becard to make a statistic outflowed it makes probage proposition for these these health so of the Chamber of the object address as Citable has tenanshed in within to the Beneficiary that such districts be sent. Any time period problets of anthe giving of any indice hereunder shallow namence appointhe date such notice is deposited

IN WITNESS WHEREOF, Grantor ha	is executed this Deed of	Trust		
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Ruth M. Palmer	Grantor			, Gratile
	Granter -			Cisable
STATE OF WASHINGTON AS 1	14 3			
County of Skamania	SS		ू हो ड ि	
On this 10th	Doorbin	01	41.	
On this 10th the State of Washington, duly commission	day of structures particular	19.91, before me the unde	rsigned, a Notary Pub	olic in and for
the sate as a stangent, duty commission	med and sworn, persona	ny appeared		
Ruth M. Palmer	े हैं। 			
		to me kno	wn to be the individua	described
in and who executed the foregoing instri			signed and s	
instrument as her		intary act and deed, for the w		in mentioned
WITNESS my hand and official sea	I affixed the day and ye	ar in this certificate above wri	tten.	
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N. A.	4	Venna Tou	JK	
OTHEY 2		Notary Public in and for the Sta	trong Washington o	
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The English Publication		" Periding at Steer.	Car.	
Cr. 9. C.			- T	
OF WE			*	
	REQUEST FOR	RECONVEYANCE		
TO TRUSTEF	- N. W		115	
The undersigned is the holder of the	ne note or notes secured	by this Deed of Trust. Said i	note or notes, together	with all other
indebtedness secured by this Deed of Tru-	st, have been paid in full	You are hereby directed to ca	incel said note or notes	and this Dee
of Trust, which are delivered hereby, and		arranty, all the estate now held	d by you under this De	ed of Trust t
the person or persons legally entitled the	ereto.			
		Y 2	_ ~	
Dated	. 19	FIRST INDEPENDENT	RANK	
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			The second second	

and ROOM 126 PACE 590

devisees, legatees, administrators, executors successive See Legal attached.

EXHIBIT "A'

PARCEL 1

BOOK 126 PAGE 591

A tract of land in the West half of the Southeast Quarter of the Northwest Quarter of Section 36. Township 3 North, Range 7 Fast of the Willamette Meridian in the County of Skamania, State of Washington described as follows:

Beginning at a point on the Northerly line of the county road known and designated as Gropper Road, said point being 320 feet Easterly of the center line running North and South through the center of the Northwest Quarter of the said Section 36; thence Easterly along the Northerly line of said county road 16 feet, more or less, to a point 336 feet Easterly of the center line aforesaid; thence North 01°37' West 208 feet; thence West to a point North of the point of beginning; thence South 208 feet, more or less, to the point of beginning.

PARCEL: 2

A tract of land in the West half of the Southeast Quarter of the Northwest Quarter of Section 36, Inwiship 3 North. Range / East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Reginning at the intersection of Gropper Road aforesaid with the center line running North and South through the Northwest Quarter of the said Section 36; thence following said center line North(281.8 feet; thence East*205 feet to the initial point of the tract hereby described; thence East 115 feet; thence South 279 feet, more or less, to the center line of said Gropper Road; thence in a Westerly direction along the center line of said road to a point South of the initial point; thence North to the initial point.

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DEED OF TRUST

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ber 🗸 g	CHOTH	TENNY,

THIS DEED OF TRUST is made this 10th	day of	December 05 5	, 19.91
ETWEEN Ruth M. Palmer a Widow			, as Grantor
whose address is MP .17 Gropper Road, Stevenson, WA			
nd Skamania Co. Title Ins. Co.			, as Trustee
whose address is PO Box 277, Stevenson, WA 98648			
and FIRST INDEPENDENT BANK, as Beneficiary, whose address	is <u>8015</u>	NE Highway 99, PO	Box 1409
Vancouver, WA 98668			
Grantor hereby irrevocably grants, bargains, sells and conveys to	Trustee in	trust, with power of sale,	the following describe

_ County, Washington:

property in Skamania



TOGETHER WITH all tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in any way appertaining, and the ronts, issues and profits thereof, and all fixtures and property that may be now located upon said real property or may hereafter be astalled in or attached to or used in or adapted for use in the operation of the property and improvements, including, but without being himself to all trees, shrubs, rockeries, retaining walls, walks, driveways, buildings, structures, improvements and fixtures, plumbing heading, lighting, cooling and ventilating apparatus, awnings, door and window screens, built-in ranges, dishwashers, refrigerators, washers, disposals, dryers, mirrors, rugs, carpeting and other floor covering material, and drapery traverse rods and hardware, and venetian blinds and window shades, all of which property, whether affixed or annexed or not, shall for the purposes of this Deed of Trust be deemed conclusively to be real estate and conveyed hereby. Grantor agrees to execute and deliver, from time to time, such further instruments as may be requested by Beneficiary to confirm the lien of this Deed of Trust on any property. To the extent that any of the property described herein may be subject to the provisions of the Uniform Commercial Code, this Deed of Trust is a security agreement, granting to Beneficiary, as secured party, a security interest in any such property and the Grantor agrees to execute such financing statements as may be required by the Beneficiary and pay, upon demand, filing fees for any such financing statements and continuations thereof.

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THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by refer-

1. To pay all debts and monies secured hereby, when from any cause the same shall become due. To keep the premises free from statutory and governmental liens of any kind. That the Grantor is possessed of ownership of the premises in fee simple, has good right and lawful authority to convey the premises in the manner and form herein provided, that the premises are free from liens or encumbrances, except for those disclosed to Beneficiary, and that he will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and that this covenant shall not be extinguished by any foreclosure hereof but shall run with the land.

2. To pay to Beneficiary, if Beneficiary so requires, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, on the date set forth therein for the making of monthly payments each month, until said note is fully paid, a sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premisms that will next become due and payable on insurance policies as may be required under paragraph 10 hereof, Grantor agreeing to deliver promptly to Beneficiary all bills and notices thereof, less all sums already paid therefor, divided by the number of months to elapse before two (2) months prior to the date when such ground rents, premisms, taxes and special assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premisms, taxes and special assessments. All payments mentioned in this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by Beneficiary to the following items in the order set forth: (1) ground rents, if any, taxes, special assessments, fire and other hazard insurance premisms; (2) interest on the note secured hereby; and, (3) amortization of the principel of said note. Any deficiency in the amount of any such aggregate monthly payment shall constitute an event of default under this Deed of Trust. The arrangement provided for in this paragraph 2 is solely for the added protection of the Beneficiary and entails no responsibility on the Beneficiary's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon assignment of this Deed of Trust by the Beneficiary, any funds on hand shall be turned over to the assignee and any responsibility of the assignor with respect thereto shall terminate. E

3. In the event that any payment or portion thereof is not paid within ten (10) days commencing with the date it is due, Beneficiary may collect, and the Grantor agrees to pay with such payment, a "late charge" of 5% of the payment, minimum of one dollar/maximum of five dollars, as liquidated damages for the additional expense of handling such delinquent payments. and the second

4. If the total of the payments (herein called reserves) made under paragraph 2 hereof relating to reserves for ground rents, taxes, special assessments, and premiums on insurance policies, shall exceed the amount of payments actually made by Beneficiary as set forth in paragraph 2, such excess may be credited by Beneficiary on subsequent payments to be made by Grantor or, at the option of the Beneficiary, refunded to the Grantor or his successor in interest as may appear upon the records of the Beneficiary. If, however, the monthly payments accumulating such reserves shall not be sufficient to pay the sums required when the same shall become due and payable, the Grantor shall pay to Beneficiary any amount necessary to make up the deficiency within thirty (30) days after written notice to Grantor stating the amount of the deficiency. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under paragraph 2, less such sums as will become due and payable during the pendency of the proceedings, as a credit against the amounts secured hereby.

5. To keep all of the property described herein in good repair and condition and not to commit or permit any waste thereof.

5. To keep all of the property described herein in good repair and condition and not to commit or permit any waste thereof. Grantor shall permit Beneficiary or its agents the opportunity to inspect the property, including the interior of any structures, at reason-

able times and after reasonable notice

Grantor represents and warrants to Beneficiary that to the best of Grantor's knowledge after due and diligent inquiry, no 6. Grantor represents and warrants to Beneficiary that to the best of Grantor's knowledge after due and diligent inquiry, no hazardous or toxic waste substances are being stored or used on the Property or any adjacent property prior to Grantor's ownership, possession or control of the Property Grantor agrees to provide written notice to Beneficiary immediately upon Grantor becoming aware that the Property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Grantor will not cause nor permit any activities on the Property which directly or indirectly could result in the Property or any other property being contaminated with hazardous or toxic waste or substances. For purposes of this Deed of Trust, the term "hazardous or toxic waste or substance" means any substance or material defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect.

Grantor shall promptly comply with all reasonable requests of Beneficiary, and all statutes, regulations and ordinances, and with

substance or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect.

Grantor shall promptly comply with all reasonable requests of Beneficiary, and all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction relating to the inspection for and the use, collection, storage, treatment, control, removal or cleanup of hazardous or toxic waste or substances in, on, or under the Property or in, on, or under any adjacent property that becomes contaminated with hazardous or toxic waste or substances as a result of construction, operations or other activities on, or the contamination of, the Property, or incorporated in any improvements thereon, at Grantor's expense. Beneficiary may, but is not obligated to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest as Beneficiary; and whether or not Grantor has actual expenses to effect such compliance as it deems advisable to protect its interest as Beneficiary; and whether or not Grantor has actual knowledge of the existence of hazardous or toxic waste or substances, in, on, or under the Property or any adjacent property as of the date hereof, Grantor shall reimburse Beneficiary on demand for the full amount of all costs and expenses incurred by Beneficiary prior to Beneficiary acquiring title to the Property through foreclosure or deed in lieu of foreclosure, in connection with such compliance activities. ance activities.

7. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, and Grantor further agrees:

(a) To commence construction promptly and in any event within thirty (30) days from the date of this instrument, and complete the same in accordance with any agreements relating to construction and plans and specifications satisfactory to Beneficiary;

To allow Beneficiary to inspect said property at all times during construction;

To replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice to the (c) Grantor of such fact;

(d) That work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) consecutive days.

The Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

Not to remove or demolish any of the property conveyed hereby.

To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property, and pay all fees or charges of any kind in connection therewith.

all fees or charges of any kind in connection therewith.

10. To provide to the Beneficiary, at least thirty (30) days prior to expiration of existing insurance, and maintain unceasingly, insurance, with premiums prepaid, on all of the property that is the subject of this Deed of Trust, or hereafter becoming part of said property, against loss by fire and other hazards, casualties and contingencies, as may be required from time to time by the Beneficiary in such amounts and for such periods of time, with loss payable clauses (without contribution) in favor of and in form satisfactory to the Beneficiary and to deliver all policies to Beneficiary, which delivery shall constitute an assignment to Beneficiary of all return premiums. All insurance shall be carried in companies approved by Beneficiary. Beneficiary may at its option require Grantor to maintain said required policies in Grantor's possession in lieu of delivering said policies to Beneficiary, in which event said policies shall be kept available by Grantor at all times for return to the Beneficiary or for inspection by Beneficiary, in which event said policies and said requirement may be withdrawn by Beneficiary at any time. In event of foreclosure of this Deed of Trust or other transfer of title to the subject property in extinguishment of some or all of the indebtedness secured hereby, all interest of the Grantor in any insurance policies in force shall pass to the purchaser or Grantee. To pay to Beneficiary as Beneficiary may require a reasonable fee to cover costs of substituting policies in the event the Grantor replaces any policy prior to its expiration.

11. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security

11. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security itself or the rights and powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect also to appear in or defend any such action or proceeding, be inade a party to such by reason of this Deed of Trust, or elect to prosecute such action as appears necessary to preserve said value, the Grantor will, at all times, indemnify from, and, on demand reimburse Beneficiary or Trustee for any and all loss, damage, expense or cost, including cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Deed of Trust with interest as provided in the note secured hereby and shall be due and payable on demand. To pay costs of suit, cost of evidence of title and a reasonable attorney's fee in any proceeding or suit brought by Beneficiary to foreclose this Deed of Trust.

attorney's tee in any proceeding or suit brought by Beneficiary to foreclose this Deed of Trust.

12. To pay in full at least thirty (30) days before delinquent all rents, taxes, assessments and encumbrances, charges or liens with interest, that may now or hereafter be levied, assessed or claimed upon the property that is the subject of this Deed of Trust or any part thereof, which at any time appear to be prior or superior hereto for which provision has not been made heretofore, and upon request will exhibit to Beneficiary official receipts therefor, and to pay all taxes imposed upon, reasonable costs, fees and expenses of this Deed of Trust. On default under this paragraph Beneficiary may, at its option, pay, or pay out of reserves accumulated under paragraph 2, any such sums, without waiver of any other right of Beneficiary by reason of such default of Grantor, and Beneficiary shall not be liable to Grantor for a failure to exercise any such option.

13. To repay immediately on written notice to Grantor all sums expended or advanced hereunder by or on behalf of Beneficiary or Trustee, with interest from the date of such advance or expenditure and the repayment thereof shall be secured hereby. Unless or Trustee, with interest from the date of such advance or expenditure and the repayment thereof shall be secured hereby. Unless Grantor and Beneficiary agree to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Grantor grantsting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the promissory note secured by this Deed of Trust unless payment of interest at such rate would be contrary to applicate law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 13 shall require Beneficiary to incur any expense or take any action hereunder. Failure to repay such expenditure or this paragraph 13 shall require Beneficiary to incur any expense or take any action hereunder. Failure to repay such expenditure or advance and interest thereon within ten (10) days of the mailing of such notice will, at Beneficiary's option, constitute an event of default hereunder, or, Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure or advance and interest thereon, and in such event Grantor agrees to pay, in addition to the amount of such expenditure or advance, all costs and expenses incurred in such action, together with a reasonable attorney's fee.

14. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrances, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such power, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of sites expelled occurred and new counsel's reasonable fees. title, employ counsel, and pay counsel's reasonable fees.

15. Should the property or any part or appurtenance thereof or right or interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding, fire, earthquake or other casualty, or in any other manner, Beneficiary may, puone or private improvement, concennation proceeding, irre, carinquake or other casuary, or in any other mainter, beneficiary may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any compromise or settlement, in connection with such taking or damage, and obtain all compensation, awards or other relief therefor. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of insurance affecting the property, are hereby assigned to Beneficiary, which may, after deducting therefrom all its expenses, including attorney's fees, release any monies so received by it, or apply the same on any indebtedness secured hereby or apply the same to the repair or restoration of the property, as it may elect. Grantor agrees to execute such further assignments of any compensation, award, damages, rights of action and proceeds, as Beneficiary or Trustee may require. or Trustee may require.

16. Time is of the essence hereof in connection with all obligations of the Grantor herein or in said note. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

other sums so secured or to declare default for failure so to pay.

17. At any time upon written request of Beneficiary, payment of its fees and presentation of this Deed of Trust and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; or (d) reconvey, without warranty, all or any part of the property. The Grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Grantor agrees to pay a reasonable Trustee's fee for full or partial reconveyance, together with a recording fee if Trustee, at its option, elects to record said reconveyance.

18. The collection of rents, issues, and profits, or the proceeds of fire and other insurance religious accounteration.

at its option, elects to record said reconveyance.

18. The collection of rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

19. The loan secured by this Deed of Trust is personal to the Grantor. If title to or any interest in the property described herein shall pass from Grantor by Deed or otherwise or, if said property shall be sold on contract or, if the property shall be vacated by the Grantor, Beneficiary may, at its option and in accordance with the laws of the State of Washington, declare the entire unpaid balance immediately due and payable or, at Beneficiary's sole option, Beneficiary may consent to said change in title, interest, or occupancy and the interest rate of the sums secured by this Deed of Trust shall be increased to such rate as the Beneficiary shall request. Such increase in the interest rate shall entitle the Beneficiary to increase the monthly payments on the loan so as to retire the obligation in the remaining tarm of the original note and Deed of Trust.

As a condition of the Beneficiary giving its consent to a change in title to or transfer of interest in the property. Beneficiary

As a condition of the Beneficiary giving its consent to a change in title to or transfer of interest in the property, Beneficiary may require such personal information concerning the purchaser as it would ordinarily require of a new loan applicant and shall be paid all of Beneficiary's costs incurred in determining the purchaser's creditworthiness regardless of the outcome of that determination. The charge may, at the option of the Beneficiary, be added to the principal balance of the indebtedness secured by this Deed of Trust. If Beneficiary has waived the option to accelerate provided above and if Grantor's successor in interest has executed a written assumption agreement accepted in writing by the Beneficiary, Beneficiary may release Grantor from all obligations under this Deed of Trust and the note.

If Beneficiary exercises such option to accelerate, Beneficiary shall mail Grantor notice of acceleration in accordance with paragraph 23 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Grantor may pay the sums declared due. If Grantor fails to pay such sums prior to the expiration of such period, Beneficiary may without further notice or deniand on Grantor, invoke any remedies permitted by paragraph 20 hereof.

further notice or demand on Grantor, invoke any remedies permitted by paragraph 20 hereof.

20. 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. No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder. In event of such default 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, (RCW Chapter 61.24 as existing now, or hereafter 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 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. 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. The power of sale conferred by the Deed of Trust as a mortgage. 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 Truste

The property which is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes. 21. In the event of the passage after the date of this Deed of Trust of any Federal, State, or local law deducting from the value of real property for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or debts secured thereby, for Federal, State, or local purposes, or the manner of the collection of any such taxes so as to affect the interest of Beneficiary, then and in such even!, Grantor shall bear and pay the full amount of such taxes, provided that if for any reason payment by Grantor of any such new or additional taxes would be unlawful or if the payment thereof would constitute usury or render the loan or indebtedness secured hereby wholly or partially usurious under any of the terms or provisions of the Note, or the within Deed of Trust, or otherwise, Beneficiary may, at its option, without demand or notice, declare the whole sum secured by this Deed of Trust with interest thereon to be immediately due and payable, or Beneficiary may, at its option, pay that amount or portion of such taxes as renders the loan or indebtedness secured hereby unlawful or usurious, in which event Grantor shall concurrently therewith pay the remaining lawful and non-usurious portion or balance of said taxes.

23. This Deed of Trust applies to inures to the benefit of, and is binding not only on the parties hereto, but on their heirs,

This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, 23. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties nereto, but on their neits, devisees, legatees, administrators, executors, successors, and assigns. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the holder and owner, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. Without affecting the liability of any other person for the payment of any obligation herein mentioned (including Grantor should he convey said real property) and without affecting the lien hereof upon any property not released, Beneficiary may, without notice, release any person so liable, extend the maturity or modify the terms of any such obligation, or grant other indulgences, release or reconvey or cause to be released or reconveyed at any time all of any part of the reality described herein, take or release any other security or make compositions or other arrangements with debtors. Beneficiary may also accept additional security, either concurrently herewith or thereafter, and sell same or otherwise realize thereon, either before, concurrently with, or after sale hereunder. This Deed of Trust shall be so construed that wherever applicable, the use of the singular number shall include the plural number, the use of the plural number shall include the singular number, the use of any gender shall be applicable to all genders and shall likewise be so construed as applicable to and including a corporation. The word "note" shall include all notes evidencing the indebtedness secured hereby. If any of the provisions hereof shall be determined to contravene or be invalid under the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly. No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the above described address of the Grantor, 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.

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ounty of <u>Skamania</u>		'	
On this 10th	day of <u>December, 1991</u> , b	efore me the undersigned, a	Notary Public in and for
ne State of Washington, duly commission	ned and sworn, personally appeared		, T
Ruth M. Palmer	- F 4	. % 1	
	4 54 7		he individual(s) described
and who executed the foregoing instrument as her	ment, and acknowledged to me that free and voluntary act ar	she id deed, for the uses and pu	signed and sealed the said rposes therein mentioned
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OBOOK 126 PAGE 590

PARCEL 1

BOOK 126 PAGE 591

A tract of land in the West half of the Southeast Quarter of the Northwest Quarter of Section 36. Township 3 North. Range 7 East of the Willamette Meridian in the County of Skamania, State of Washington described as follows:

Beginning at a point on the Northerly line of the county road known and designated as Gropper Road, said point being 320 feet Easterly of the center line running North and South through the center of the Northwest Quarter of the said Section 36; thence Easterly along the Northerly line of said county road 16 feet, more or less, to a point 336 feet Easterly of the center line aforesaid; thence North 01°37' West 208 feet; thence West to a point North of the point of beginning; thence South 208 feet, more or less, to the point of beginning.

PARCEL 2

A tract of land in the West half of the Southeast Quarter of the Northwest Quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Beginning at the intersection of Gropper Road aforesaid with the center line running North and South through the Northwest Quarter of the said Section 36; thence following said center line North 281.8 feet; thence East 205 feet to the initial point of the tract hereby described; thence East 115 feet; thence South 279 feet, more or less, to the center line of said Gropper Road; thence in a Westerly direction along the center line of said road to a point South of the initial point; thence North to the initial point.