

112675



First American Title Insurance Company

Filed for Record at Request of

Name JAMES RIVER II, INC.

c/o LAND & TAX-NW

Address P. O. BOX 6099

City and State VANCOUVER, WA 98668

BOOK 126 PAGE 691

THIS SPACE PROVIDED FOR RECORDED USE

BY SKAMANIA CO. TITLE

JAN 3 11 55 AM '92

ADDITIOR
GARY H. OLSON

1/5/92
Filed
Mailed

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 20th day of December, 19 91, between

COLUMBIA VISTA CORPORATION, a Washington corporation, GRANTOR,

whose address is P. O. BOX 489 VANCOUVER, WA 98668

and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation

TRUSTEE, whose address is 108 E. MILL PLAIN BLVD, and
VANCOUVER, WA 98660

JAMES RIVER II, INC., A VIRGINIA CORPORATION, BENEFICIARY,

whose address is P. O. BOX 6099 VANCOUVER, WA 98668

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the ~~Advised~~

~~Advised~~ real property ~~Ad~~ described in Exhibit A attached ~~Property, Nevada~~ hereto and by this reference made a part hereof.

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 ONE HUNDRED THOUSAND Dollars (\$ 100,000.00) 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. 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 (if 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, 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.



STATE OF WASHINGTON } ss.
COUNTY OF _____

On this day personally appeared before me Jerry K. Lee
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of December, 19 91.

Notary Public in and for the State of Washington, residing at Columbia Vista Corp

COLUMBIA VISTA CORPORATION

BY: E. C. Bonds
NAME: E. C. Bonds
TITLE: Pres

STATE OF WASHINGTON } ss.
COUNTY OF Clark

On this 20th day of December, 19 91
before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared E. C. Bonds

to me known to be the President of Columbia Vista Corporation
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 he is authorized to execute the said instrument ~~and that the seal affixed is the corporate seal of said corporation.~~

Witness my hand and official seal hereto affixed the day and year first above written.
Notary Public in and for the State of Washington, residing at _____

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 reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____, 19 _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST
WITH POWER OF SALE



First American
Title Insurance
Company
TRUSTEE

EXHIBIT A

IN THE COUNTY OF COWLITZ, STATE OF WASHINGTON

PARCEL 1

THAT PORTION OF THE PART OF THE CALVIN H. DRAY DONATION LAND CLAIM #38, TOWNSHIP 7 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON, DESCRIBED AS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE CALVIN H. DRAY DONATION LAND CLAIM #38, TOWNSHIP 7 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, SAID POINT BEING WESTERLY A DISTANCE OF 15 CHAINS AND 72 LINKS FROM THE NORTHEAST CORNER OF SAID CLAIM #38;
 THENCE SOUTH A DISTANCE OF 66 CHAINS AND 57 LINKS TO A STAKE NUMBERED 50 IN THE COUNTY SURVEY OF COWLITZ COUNTY;
 THENCE EAST A DISTANCE OF 11 CHAINS AND 90 LINKS TO A STAKE NUMBERED AS ABOVE;
 THENCE NORTH A DISTANCE OF 5 CHAINS TO THE NORTHWEST CORNER OF THE FRANCIS M. PHELAN DONATION LAND CLAIM #39, TOWNSHIP 7 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN;
 THENCE EASTERLY ALONG THE NORTH LINE OF SAID CLAIM #39 A DISTANCE OF 3 CHAINS AND 82 LINKS TO THE SOUTHWEST CORNER OF THE SIMON P. GIRTY DONATION LAND CLAIM #40, TOWNSHIP 7 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN;
 THENCE NORTH ON THE LINE COMMON TO SAID SIMON P. GIRTY DONATION LAND CLAIM #40 AND SAID CALVIN H. DRAY DONATION LAND CLAIM #38 A DISTANCE OF 61 CHAINS AND 57 LINKS TO THE NORTHEAST CORNER OF SAID CLAIM #38;
 THENCE WESTERLY ALONG THE NORTH LINE OF SAID CLAIM #38 A DISTANCE OF 15 CHAINS AND 72 LINKS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

THAT TRACT OF LAND LYING SOUTH OF THE NORTH LINE OF THE FOLLOWING DESCRIBED TRACT:

A TRACT OF LAND IN THE CALVIN H. DRAY DONATION LAND CLAIM IN SECTION 31 AND 32, TOWNSHIP 7 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, WHICH IS DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE EAST LINE OF THE CALVIN H. DRAY DONATION LAND CLAIM AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF THE KALAMA RIVER ROAD;
 THENCE SOUTH $0^{\circ} 44'$ WEST 314.8 FEET;
 THENCE NORTH $88^{\circ} 41'$ WEST 790.3 FEET;
 THENCE NORTH $2^{\circ} 12'$ EAST 1972.5 FEET;
 THENCE SOUTH $46^{\circ} 35'$ EAST 443.2 FEET;
 THENCE SOUTH $64^{\circ} 30' 30''$ EAST 464.7 FEET;
 THENCE SOUTH $68^{\circ} 22'$ EAST 250.7 FEET TO THE EAST LINE OF THE CALVIN H. DRAY DONATION LAND CLAIM;

THENCE ALONG SAID EAST LINE SOUTH $0^{\circ} 31' 30''$ EAST TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE KALAMA RIVER ROAD, WHICH MARKS THE NORTHEAST CORNER OF A ONE ACRE TRACT:

THENCE ALONG THE NORTH LINE OF SAID TRACT SOUTH $87^{\circ} 03' 30''$ WEST 145.2 FEET;

THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH $0^{\circ} 31' 30''$ EAST 299.7 FEET TO THE NORTH RIGHT OF WAY TO KALAMA RIVER ROAD;

THENCE ALONG SAID NORTH RIGHT OF WAY WESTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 159.1 FEET THROUGH AN ANGLE OF $2^{\circ} 37'$ AN ARC DISTANCE OF 5.7 FEET;

THENCE ALONG SAID RIGHT OF WAY SOUTH $87^{\circ} 03' 30''$ WEST 122.5 FEET;

THENCE SOUTH $0^{\circ} 44'$ WEST 40.08 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT:

A 100 FOOT STRIP CONVEYED TO P. M. BEACH UNDER AUDITOR'S FILE NO. 140954.

TOGETHER WITH easement for ingress and egress over and across the road used to service the BPA Transmission line to and from the property owned by Grantor lying North of that sold to Eugene P. Haydu, under Auditor's File No. 635006, more particularly described in that certain instrument recorded in Volume 531 at page 105, under Auditor's File No. 387063.

PARCEL 2

The South half of the Northeast Quarter of Section 18, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT that portion conveyed to Public Utility District No. 1 recorded January 3, 1977 in Book 72, Page 129, Skamania County Deed Records.

End of Exhibit A