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BOOK 128 PAGE 279

File No 92-4161-JS

After Recording Return To:
Jaques & Sharp
205 Third St.
Hood River, OR 97031

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Nancy Arnold*

APR 21 12 50 PM '92

GARY H. OLSON

DEED OF TRUST

THIS DEED OF TRUST, made this 20 day of April, 1992, between DUSTY MOSS, a single person, and CHARLES W. SEWARD and VICKY SEWARD, husband and wife, as grantors, Jay F. Sherrerd, Attorney at Law, as Trustee, and ROB ARNOLD and NANCY RANDALL ARNOLD, husband and wife, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Skamania County, Washington, described as:

PARCEL I:

Government Lot 3 of the Northeast quarter of the Northwest quarter of Section 3, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL II:

Government Lot 4 of the Northwest quarter of the Northwest quarter of Section 3, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL III:

The Southwest quarter of the Northwest quarter of Section 3, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL IV:

The Southeast quarter of the Northwest quarter of Section 3, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, EXCEPTING THEREFROM the following:

BEGINNING at a point 225 feet North of the Southeast corner of the Southeast quarter of the Northwest quarter of said Section 3; thence continuing North along the East line of said Southeast quarter line 240 feet; thence West 350 feet; thence South 27 feet West 240 feet; thence Southeasterly 460 feet to the point of beginning. ALSO EXCEPTING THEREFROM the following:

BEGINNING at the Southeast corner of the Southeast quarter of the Northwest quarter of said Section 3; thence North 416 feet; thence West 950 feet; thence South 416 feet; thence East 950 feet to the point of beginning.

PARCEL V:

That part of the North half of the Southwest quarter of Section 3, township 2 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying North of the Little Buck Creek, being part of the homestead claim taken up by Cora C. Cameron, now Corie C. Lawrie, EXCEPTING THEREFROM a small part thereof in the Southeast quarter hereto conveyed to Northwestern Electric Company.

PARCEL VI:

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

TRUST DEED - SEWARD/MOSS - ARNOLD

JAQUES & SHARP
ATTORNEYS AT LAW
P.O. BOX 457 • 205 THIRD STREET
HOOD RIVER, OREGON 97031
(503) 335-1311
FAX (503) 335-8771

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Page 1

BEGINNING at the Southeast corner of the said Southeast quarter of the Northwest quarter; thence North 416 feet; thence West 950 feet; thence South 416 feet to the South line of the Southeast quarter of the Northwest quarter of said Section 3; thence East 950 feet to the point of beginning.

EXCEPTING THEREFROM the following:

BEGINNING 225 feet North from the center line of said Section 3; thence North 240 feet; thence Westerly 350 feet; thence Southwesterly 240 feet; thence East 460 feet to the point of beginning.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantors herein contained and payment of the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) DOLLARS, with no interest thereon, according to the terms of a promissory note of even date herewith, payable to beneficiary and made by grantors, which is due and payable in full on or before July 20, 1992, should the real property being sold by the grantors to beneficiary not be consummated by that date. If however, said real property transaction does close before July 20, 1992, the sum due under said promissory note and secured by this Deed of Trust shall be applied to the purchase price of said real property, and the note shall be considered paid in full. The real property which is the subject of said transaction is legally described as follows:

Lot 1 of the Charles Seward Short Plat recorded in Book 3 of Short Plats, Page 181, Skamania County Records, being a tract in the North Half of the Southwest Quarter of Section 3, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the note becomes due and payable. Time is of the essence herein.

This trust deed is inferior and made subject to the following prior trust deeds on the above described real estate:

1. Deed of Trust, including the terms and provisions thereof, executed by Charles W. Seward and Vicky L. Seward, husband and wife, as grantor, to Mt. Adams Title Company as trustee for Klickitat Valley Bank, as beneficiary, dated July 25, 1990, recorded July 30, 1990, in Book 119, Page 989, Auditors File No. 109765, Skamania County Mortgage Records, given to secure the payment of \$152,194.45.

2. Deed of Trust, including the terms and provisions thereof, executed by Charles W. Seward and Vicky L. Seward, husband and wife as grantor, to Mt. Adams Title Insurance Company as trustee for Roger D. Beaton, as beneficiary, dated September 1990, recorded December 7, 1990, in Book 121, Page 669, Auditors File No. 110556, Skamania county Mortgage Records.

3. Deed of Trust, including the terms and provisions thereof, executed by Dusty Moss, a single person and Charles W. Seward and Vicky Seward, husband and wife, as grantor, to First American Title Company, a corporation, as trustee for G & S Investments, a joint venture consisting of Rick D. Graves and Jamie Graves, husband and wife, and Donald G. Struck, a single person, as

TRUST DEED - SEWARD/MOSS - ARNOLD

Page 2

beneficiary, dated March 15, 1991, recorded May 6, 1991, in Book 123, Page 165, Auditors File No. 111201, Skamania County Mortgage records, given to secure the payment of \$75,945.00.

Said prior trust deeds and the obligations secured thereby hereinafter, for brevity, are called simply "Prior Trust Deeds."

Grantors covenant to and with the beneficiary that they will do and perform all things required of them and pay all obligations due or to become due under the terms of said Prior Trust Deeds according to the terms thereof. In the event that the grantors are in default under said Prior Trust Deeds, beneficiary may, at their option, pay any amounts necessary to cure any default under the Prior Trust Deeds caused by grantor, in which case all sums so paid by beneficiary shall be added to the outstanding balance due to beneficiary under this Trust Deed and the note secured thereby. Any default by grantor in the terms of the Prior Trust Deeds shall constitute a default in this Trust Deed.

In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument shall become immediately due and payable.

TO PROTECT THE SECURITY OF THIS TRUST DEED, GRANTORS AGREE:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property;
2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.
4. To provide and continuously maintain insurance on the land and any buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than the full insurable value, written in companies acceptable to the beneficiary, with loss payable to the latter.
5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments, and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.
6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing

TRUST DEED - SEWARD/MOSS - ARNOLD

Page 3

this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

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. 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.

3. Upon default by Grantor in payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby immediately due and payable at the option of the Beneficiary. In such an event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any shall be distributed to the persons entitled thereto.

4. 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.

5. 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.

6. In the event of the Death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

7. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, of the note secured hereby, whether or not named as Beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the

TRUST DEED - SEWARD/MOSS - ARNOLD

Page 4

neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantors have hereunto set their hands the day and year first above written.

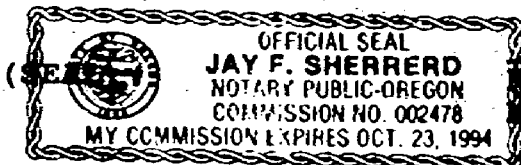
Charles W. Seward
CHARLES W. SEWARD

Dusty Moss
DUSTY MOSS

Vicky Seward
VICKY SEWARD

STATE OF Oregon)
County of Wood River) ss.

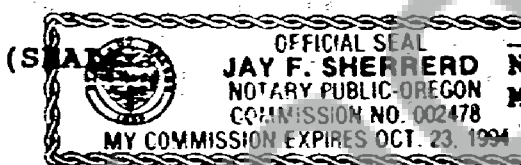
The foregoing instrument was acknowledged before me this 20 day of April, 1992, by CHARLES W. SEWARD and VICKY SEWARD, husband and wife.



Jay Sherrerd
Notary Public for Oregon
My Commission Expires: 10-23-94

STATE OF Oregon)
County of Wood River) ss.

The foregoing instrument was acknowledged before me this 20 day of April, 1992, by DUSTY MOSS.



Jay Sherrerd
Notary Public for Oregon
My Commission Expires: 10-23-94