

93980



DEED OF TRUST

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Name Columbia Gorge BankAddress P.O. Box 340City and State Stevenson, Washington 98648

THIS SPACE RESERVED FOR RECORDERS USE

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THE WITHIN

DEED OF TRUST

THIS DEED OF TRUST made this 11 day of May, 1982, betweenJOHN R. NEECE and CAROL J. NEECE, husband and wifewhose address is P.O. Box 206, Stevenson, Washington 98648SAFECO Title Insurance Company, a California Corporation, Trustee, whose address is 2615 4th Avenue, Seattle, Washington 98125,and Columbia Gorge Bank, a Washington corporationwhose address is P.O. Box 340, Stevenson, Washington 98648WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

Beginning at an iron pipe on the northerly line of the road which prior to March 16, 1937, was known as State Highway No. 8, which said iron pipe is on the east line of that tract of land heretofore conveyed to Charles Kane et ux. by Edward W. Fields by deed dated June 6, 1941, and recorded at page 350 of Book 28 of Deeds, Records of Skamania County, Washington, and which said iron pipe is located in Section 1, Township 2 North, Range 7 E. W. M., thence from said iron pipe south 63° 24' west along the northerly line of said highway a distance of 132 feet to the initial point of the tract hereby described; thence north 26° 36' west a distance of 115 feet; thence south 63° 24' west a distance of 75 feet; thence south 26° 36' east a distance of 115 feet to the northerly line of said highway, thence along the northerly line of said highway north 63° 24' east a distance of 75 feet to the initial point.

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

Ten Thousand and 00/100 * * * * * Dollars (\$ 10,000.00 * * * * *)

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.

(continued on reverse side)