

BOOK 55 PAGE 270 SN-10948

Fuller Record at Request of

METROPOLITAN MORTGAGE & SECURITIES COMPANY, INC.

West 929 Sprague Avenue

Spokane, Washington 99204

DEED OF TRUST

THIS DEED OF TRUST, made this

K.S.
day of

April

- 19 78

~~REDACTED~~ DENNIS R. SMITH and KAREN L. SMITH, a marital community

Address is: M.P. 0-35-L Prindle Road, Washougal, Washington 98671

Skamania County Title Company

Trustee, whose address is P. O. Box 277, Stevenson,

Washington 98648

at 1 Metropolitan Mortgage & Securities Company, Inc.

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

Skamania

County, Washington:

Legal attached



which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

It is ceded in for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of TWELVE THOUSAND SIX HUNDRED AND NO/100

Dollars (\$ 12,600.00) 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.

This Deed of Trust is junior and inferior to that certain Deed of Trust dated

and, dated:

As a part of the consideration herein the grantor agrees to keep all conditions and covenants contained in said prior indebtedness current and any default in any of said conditions or covenants shall be deemed a default herein and the beneficiary shall have the option of paying any sums necessary to correct such default and to the extent of the balance of the Note secured at the same rate of interest, or to make demand upon the grantor to correct such default in writing within ten days and upon his failure to do so in accordance with said demand the beneficiary may proceed with all the legal remedies including foreclosure of the Deed of Trust and any other security given simultaneously herewith in accordance with said default.

1. To keep the property in good condition and repair; to permit no waste thereof, to complete any building, structure or improvement or to begin building, structure or improvement; to restore promptly any building, structure or improvement thereof which may be damaged or destroyed; to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting this property; to pay all taxes and charges, including assessments, levies, interest and principal, on this 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.

10. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other causes 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 an 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 this Deed of Trust.

10. 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.

7. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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 of such portion thereof 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 Trustees 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 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 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 encumbrances 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 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.

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

Dennis R. Smith

(Seal)

Karen L. Smith

(Seal)

(Seal)

(Seal)

STATE OF WASHINGTON

COUNTY OF Clark

ss.

On this day personally appeared before me
Dennis R. and Karen L. Smith

to me known to be the individual described in and
who executed the within foregoing instrument, and
acknowledged that they signed the same as

their free and voluntary act and deed, for
the uses and purposes therein mentioned
GIVEN under my hand and official seal this

day of April 1978

Notary Public in and for the State of

Washington, residing at Vancouver

STATE OF WASHINGTON

COUNTY OF

ss.

On this day of 19
before me, the undersigned Notary Public in and for the State of Washington, duly
commissioned and sworn, personally appeared

and
to me known to be the President and
Secretary respectively, of

the corporation that executed the foregoing instrument, and acknowledged the
and 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

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

Mail reconveyance to

Dated

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DESCRIPTION
SK-10948

THOSE PORTIONS OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 4 E.W.M., AS FOLLOWS:

PARCEL 1
BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE NORTH $0^{\circ}40'49''$ WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, 454.74 FEET; THENCE SOUTH $77^{\circ}12'20''$ WEST 51.40 FEET TO A POINT ON THE SOUTH EDGE OF A 60 FOOT WIDE DRIVEWAY; THENCE CONTINUING SOUTH $77^{\circ}12'20''$ WEST ALONG THE SOUTH EDGE OF THE SAID 60 FOOT WIDE DRIVEWAY 743.95 FEET; THENCE CONTINUING SOUTH $77^{\circ}12'20''$ WEST 14.78 FEET; THENCE AROUND THE OUTSIDE OF A 44 FOOT CUL-DE-SAC 107.47 FEET WHICH IS TO THE LEFT OF THE CORD WHICH BEARS NORTH $82^{\circ}34'16''$ WEST 83.68 FEET AND THE TRUE POINT OF BEGINNING; THENCE NORTH $81^{\circ}38'01''$ WEST 384.11 FEET; THENCE NORTH $14^{\circ}53'20''$ EAST 251.44; THENCE SOUTH $71^{\circ}29'46''$ EAST 323.03 FEET TO THE WEST EDGE OF A 30 FOOT DRIVEWAY; THENCE SOUTH $08^{\circ}31'03''$ EAST ALONG THE SAID WEST EDGE OF A 30 FOOT WIDE DRIVEWAY; THENCE AROUND THE OUTSIDE OF A 54 FOOT RADIUS CUL-DE-SAC 54.75 FEET WHICH IS TO THE RIGHT OF A CORD WHICH BEARS SOUTH $24^{\circ}57'07''$ WEST 55.45 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE EASTERLY 30 FEET OF SAID TRACT WHICH IS RESERVED TO INCREASE THE AFORESAID 30 FOOT DRIVEWAY TO 60 FEET IN WIDTH.

PARCEL 2
BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE NORTH $0^{\circ}40'49''$ WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, 454.74 FEET; THENCE SOUTH $77^{\circ}12'20''$ WEST 51.40 FEET TO A POINT ON THE SOUTH EDGE OF A 60 FOOT WIDE DRIVEWAY; THENCE CONTINUING SOUTH $77^{\circ}12'20''$ WEST ALONG THE SOUTH EDGE OF THE SAID 60 FOOT WIDE DRIVEWAY 743.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH $77^{\circ}12'20''$ WEST 14.78 FEET; THENCE AROUND THE OUTSIDE OF A 44 FOOT RADIUS CUL-DE-SAC 107.47 FEET WHICH IS TO THE LEFT OF THE CORD WHICH BEARS NORTH $82^{\circ}34'16''$ WEST 83.68 FEET; THENCE NORTH $81^{\circ}38'01''$ WEST 384.11 FEET; THENCE SOUTH $14^{\circ}53'20''$ EAST 251.44 FEET TO THE NORTH EDGE OF RIGHT-OF-WAY OF THE WASHOUGAL RIVER ROAD; THENCE EASTERLY ALONG THE SAID NORTH EDGE OF RIGHT-OF-WAY OF THE WASHOUGAL RIVER ROAD TO A POINT WHICH BEARS SOUTH $08^{\circ}31'03''$ EAST 323.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $08^{\circ}31'03''$ WEST 323.03 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AS TO BOTH PARCELS A NON-EXCLUSIVE EASEMENT OVER THE AFORESAID ROADWAY RUNNING FROM SAID PROPERTY IN AN EASTERLY DIRECTION TO COUNTY ROAD.

TOGETHER WITH AS TO BOTH SAID PARCELS AN EASEMENT FOR A WATER PIPELINE RUNNING FROM THE TRACT HEREIN CONVEYED IN A NORTHWESTERLY DIRECTION TO THE SPRING IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 34, TOWNSHIP 2 NORTH, RANGE 4 E.W.M., INCLUDING THE RIGHT TO ENTER UPON SAID PROPERTY AT REASONABLE TIMES FOR THE INSPECTION AND MAINTENANCE OF SAID SPRING AND PIPELINE, WHICH EASEMENT IS NOT EXCLUSIVE AND WILL BE ENJOYED BY OTHER PARTIES LAWFULLY USING THE SAME.