

DEED OF TRUST

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DEED OF TRUST

STATE OF WASHINGTON
COUNTY OF KING
IN SENIOR COUNTY TRUST THE TRUST
INSTRUMENT OF RECORD FILED BY
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RECORDS OF KING COUNTY, WASH.
COUNTY ALBION
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File 114

THIS DEED OF TRUST made this 24th day of September 1971 between
Ralph O. Hatfield and Edith M. Hatfield, husband and wife
of the first part
MF 1.11 R Loop Road, Stevenson, WA 98648
SAPCO Title Insurance Company, a California Corporation, Lender, whose address is
and Anale R. Davis, a single woman
whose address is M.P. O. 15 Bylin Road, Stevenson, WA 98648
WITNESSETH: Grantor hereby certifies, sells and conveys to the Trustee in full payment of the above described real property
a SKAMANIA

ATTACHED HERETO, and by this reference made
a part of this Deed of Trust



- which said property is not sold separately by agreement, and no portion, together with all the covenants, conditions, and stipulations hereon contained, shall be binding on any person who acquires an interest in the said real property after the date of the recording of this deed.
- The said is for the purpose of securing performance of such agreement of advance payment, interest, and payment of the sum of
Twenty-Six Thousand Two Hundred and no/100 Dollars or \$26,200.00
- and interest, in accordance with the terms of a deed made and now being lawfully recorded, by the Trustee or order, and made by
Grantor, and all payments, modification and extension, interest, and any such further sums as may be agreed to or ordered by the Beneficiary or
Grantor, or any of their successors or assigns, together with interest thereon at such rate as may be agreed upon.
- To protect the security of this Deed of Trust, the Lender and Grantor agree:
1. To keep the property in good condition and repair, to prevent its waste, to complete any building, structure or improvement
being built or about to be built thereon, to repair, renovate, any building, structure or improvement thereon which may be damaged or
destroyed, and to comply with all laws, ordinances, regulations, conditions and restrictions affecting the property.
 2. To pay within ninety days after the date of the property, to secure the property free and clear of all other charges,
taxes 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. There is to be payable first to the Beneficiary or its interest may approve and then to the Grantor. The
amount collected under any insurance policy may be applied upon any indebtedness existing against the Beneficiary shall
determine. Such application by the Beneficiary shall not be a discharge of any proceeding to enforce this Deed of Trust. In the event
of foreclosure, all rights of the Grantor in real estate placed then in force shall pass to the Beneficiary or its interest.
 4. To defend any action or proceeding brought to affect the security herein or the rights or powers of Beneficiary or Trustee, and to
pay all costs and expenses, including cost of title work and attorney's fees in a reasonable amount, in any such action or proceeding, and in
any suit brought by Beneficiary to enforce 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 obligations secured hereby and Trustee's attorney's fees actually incurred, as provided by statute.
 6. Should taxes fail to pay when due any taxes, assessments, insurance premiums, taxes, encumbrances or other charges against the
property hereinafter described, Beneficiary may pay the same, and the amount so paid, with interest at the rate of ten percent in the note secured
hereby, shall be added to and become a part of the debt secured by this Deed of Trust.

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 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 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, (as 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 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 or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place.

5. Trustee shall deliver to the purchaser at the sale in 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.

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

Ralph O. Hatfield
Edith M. Hatfield

STATE OF WASHINGTON
COUNTY OF Skamania

On this day personally appeared before me Ralph O. Hatfield and Edith M. Hatfield husband and wife to the intent to be the identical recital in and who executed the within and 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 September, 1938.
Stevenson
Notary Public in and for the State of Washington
residing at Stevenson

STATE OF WASHINGTON
COUNTY OF _____

On this day personally appeared before me 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 said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on each stated that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal, hereto affixed, this 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 it 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, all other indebtedness, 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 entire interest held by you in said

Entire _____

Reconveyance to _____

Legal description attached to Deed of Trust dated September 7, 1978:

All that portion of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 25, Township 3 North, Range 7 East of the W.M., lying East of the County Road known as Farm to Market Road on December 31, 1954, now known as Loop Road.

ALSO all that portion of Lot 9 of IGNAZ WACHTER SUBDIVISION in Section 36, Township 3 North, Range 7 East of the W.M., according to the official Plat recorded in the office of the County Auditor of Skamania County, lying Easterly and Southerly of the above said Farm to Market Road, also known as Loop Road.

EXCEPT that portion conveyed to the United States of America for Bonneville transmission lines.

ALSO EXCEPT the Bonneville Power Administration Stevenson Substation Entrance Road right of way.

ALSO EXCEPT public road rights of way.

ALSO EXCEPT all that portion of Lot 9 of the IGNAZ WACHTER SUBDIVISION of Section 36, Township 3 North, Range 7 East of the W.M., Skamania County, Washington, lying Easterly of the center line of Skamania County Road No. 2060 (Maple Way Road) and Northerly of the Bonneville Power Administration Stevenson Substation Entrance Road right of way and Southwesterly of a line described as follows:

Beginning at a point on the North edge of said entrance road right of way that bears South $61^{\circ}13'30''$ East, 795.4 feet from a brass cap monumenting the Northwest corner of Section 36; thence North $45^{\circ}30''$ West to the terminus of said line description.

SUBJECT TO Easements and Agreements of record.