## DEED OF TRUST

A tract of land in Oregon Lumber Company's Sub-division of Section 14, Township 3\_North, Range 9 East of the Willamette Meridian as duly recorded in Skamania County Plat Records August 15, 1908, more particularly described as follows:

Beginning at the point of intersection of the Southerly right of way line of Bonneville Power Administration's Deceded Right of Way across the Southwest quarter of the Southwest quarter of Section 14. Township 3 North, Range 9 East, of the Willamette Meridian with the westerly right of way line of Cook-Underwood Road; thence Southwesterly alone said Southerly kindt of Way line 213 feet more or less to intersection with a line parallel with and 210 feet westerly of the East lines of Lots 10 and 11; thence South along said line 416 feet; thence East parallel with the South line of Section 14 a distance of 210 feet to an intersection with the Westerly right of way line of Cook-Underwhod road as platted Feb. 15. 1908; thence North along said westerly right of way line approximately 455.5 feet to the point of Beginning, except County Roads.

Also known as Lot 1 of the MRS. W.J. KELLY SHORT PLAT as recorded in Book 2 of Short Flats, page 10..., records of Skamania County // Washington, on Avril 27..., 1979

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

TOORTHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such reats), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with sald property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

Borrower covenants that Borrower is lawfully select of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencountered, and that Borrower will varrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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Untrease Countries. Borrower and Lender covenant and agree as follows:

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Uniformit Couries vis. Borrower and Lender covenant and agree as follows:

1. Express of Fritzigal and Interest. Borrower shall promptly pay when due the principal of and interest on the indiblander, defeating the blook, propayment and late charges as provided in the Note, and the principal of and interest on any Future Advandary. He blook, propayment and late charges as provided in the Note, and the principal of and interest on any Future Advandary. He had been also applicable lave or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installantes for principal and interest are payable under the Note, and the principal of the Lender of the tender of the yearly taxes and assessments which may attain priority over this Deed of Trust; and ground rents on the 2roperty, if any, plus one-twelfth of yearly premium installants for shall in full, a sum (herein "Funds") equal to constitute the basis of assessments and bills and reatonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or institution. Lender shall apply the Funds to pay and taxes, assessments are provided in the principal and compiling said assessments and bills unless of the building and applying the Funds, analyzing said cases or verifying and compiling said assessments and bills unless of the building and applying the Funds, analyzing said cases and the unless of the building and applying the Funds, analyzing said cases and the unless of the building and applying the Funds, analyzing said cases and the control of the Funds and the principal and the required to the principal control of the Funds and the purpose for which each debit to the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay Borrower and tender to pay and taxes, assessments, insurance premiums and ground rents as they fall due, and held to be a fund of the Funds held by L

by Borrower.

Unless Lander and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower, if the Property is abandoned by Borrower, or if Borrower falls to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sams secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

In and to any insurance policies and in and to the proceeds thereof re althin from damage to the Property prior to the sale or acquisition shall past to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Michtenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in condominium or a planned unit development, Borrower shall keep or covenants creating or governing, he condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, he covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements contained in this Taed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such aprearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such aprearances, disburse such sums and take such aprearances, disburse such sums and take such aprearances, disburse such insurance tradition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain

init action hereunder.

G. Irespection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's laterest in the Property.

9. Confirmation. The proceeds of any award or claims for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in liou of condemnation, are hereby assigned and shall be paid to Lander.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Vorrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there thall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of the proceeds as is equal to that proportion of the sums secured by this Deed of Trust immediately prior to the date of the proceeds. taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Limiter to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date such notice is mailed. Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unites Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or perspone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

19. Bestower Not Released. Extension of the time for payment or modification of amortization of the sums secured.

such installments.

10. Barrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Leader shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Net a Waiver. Any forbearance by Lender in exercising any right or remover, or otherwise afforded by applicable law, shall not be a waiver of or precules the exercise of any such, agit or remover, the procurement of insurance or the payment of taxes or other liens or tharges by Lender shall not be a waiver of Lender's right to excelerate the maturity of the indebiedness secured by this Deed of Trust.

12. Researches Camulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Resoldies Casalastive. All remedles provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captilous. The covenants; agreements herein contained shall bind, and the rights hereunder shell inute to, the respective successors and assigns of ke hader and Borrower, subject to the provisions of paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Nodoc. Except for any notice required under applicable law to be given in unother manner. (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail address as leader may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender a provided herein, and (b) any notice to Lender shall be given by certified and income as provided herein. Any notice provided herein in the determinant of the paragraphs of the provision of the state of Trust shall be deemed to have been given to Borrower as provided herein. Any notice provided for in this Deed of Trust; Governing Law; Severability. This form of deed of trust combined uniform covenants for national use and non-aniform covenants with limited variations by jurisdiction to constitute a uniform covenants for national use and non-aniform covenants with limited variations by jurisdiction to constitute a uniform covenants for national use and non-aniform covenants with limited variations by jurisdiction to constitute a uniform covenants for national called the provisions of this Deed of Trust or the Note which can be given effect without that conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without that conflict shall not affect other provisio

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If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which florrower may pay the sums declared due. If Borrower fells to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

Ron-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice in the manner of cribed by applicable law to Borrower and to the other persons prescribed by applicable law to specifying; (1) the breach; (2) the artion required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, or which such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Preed of Trust and sale of the property at public ancien at a date not less than 120 days in the future. The notice shall further inform Botrower of (i) the right to reinstate inter acceleration, (ii) the right to pring a court action to assert the non-existence of a default or any other refense of Borrower to acceleration and foreelosure and (iii) any other matters required to be included in such notice by applicable law. If the breach is not cured on referre detailed in the notice, Lender at Lender's option may declare all of the soms secured by this Deed of Trust to be immediately due and payable willout further demand and may invoke the power of sale and may other remedies permitted by applicable law. In the breach is not cured on referre the adult specified in the notice, Lender shall be entitled to collect all reasonable costs and expenses incurred in payable willout further demand and may invoke the power of sale and may other remedies permitted by applicable law. In the paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to exasts the Property at many sale.

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including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assume that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the aums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations sociared hereby shall remain in full force and effect as if no acceleration had occurred.

29. Anagement of Energy shall remain in full force and effect as if no acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicinary appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the renty of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bondy and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Femus Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Reconveyance. Upon payment of all sums secured by this Deed of Trust Lender shall request Trustee to reconvey the Property without warranty and without charge to the person or persons legally cititled thereto. Such pers IN WITHBUS WHEREOF, Borrower has executed this Deed of Trust. Skamania STATE OF WASHINGTON,. ...... County ss; WITNESS my hand and official seal affixed the day and year in this certificate spoye written My Commission expires: March 15, 1982 for the State of Wornington residing at Notary Public in and i White Salmon REQUEST FOR RECONVEYANCE The undersigned if the holder of the note or notes secured by this Deed of Trust. Said fore or notes, together with all other indebledness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now field by you under this Deed of Trust to the person or persons legally emitted thereto. (Space liglow This Line Reserved For Lender and Recorder) 88830 COUNTY OF SKAMANIA SE I HERDEY CENTRY THAT THE WITCH METRUMENT OF WHITHER PLES IN

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