

1596-47

DEED OF TRUST

BOOK 56 PAGE 760
SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

KLICKITAT VALLEY BANK

Address **P. O. Box 307**

City and State **White Salmon, Washington 98672**

SK 11681

2-10-22-1600 + 1700

REGISTERED
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED

COUNTY OF KANAWHA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

05 _____

AT _____

WAS RECORDED IN BOOK _____

36 _____ AT PAGE _____

RECORDS OF KANAWHA COUNTY, W. VA.



TAKE OF OF TRUST made this 25 day of September 1979 between
LARRY D. JONES and PAGE B. JONES, husband and wife, Grantor

home address is 324 P.G. Sweet Road, Kelso, Washington 98626

SAFECO Title Insurance Company, a California Corporation, Trustee, whose address is 1015 4th Avenue, Seattle, Washington 98101.

P. O. Box 307, White Salmon, Washington 98672

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

See Exhibit "A" attached hereto.



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SEVEN THOUSAND FIVE HUNDRED and no/100-- 7,500.00

[illegible]

protect the security of the food of least developed countries and agree

3. To keep the property in good condition, and repair, or permit or cause there to be, repairs and maintenance work of any kind or about to be built thereon, to feature prominently any building, structure or improvement, or to use the property for any purpose, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions.

3. To pay before delinquent all taxes, rates and assessments upon or upon property, to keep the same in good standing and maintain the security of the Bond of Trust.

[illegible]

4. To defend any action or proceeding brought to affect the security interest or the rights or priority of beneficiaries of this plan, and to pay all costs and expenses, including a cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and to pay all costs brought by beneficiary to foreclose the Deeds of Trust.

3. To pay all costs, fees and expenses of name, form and filing this Tax-Exempt Trust, including the expenses of the Trustee incurred in enforcing the administration of the Trust, and attorney's fees actually incurred, as provided by statute.

4. I should transfer fail to pay when due any tax, cost, expense, interest, or other charges against the property hereinbefore described; beneficiary can pay the same and the amount paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt on and in the said note.

IT IS MUTUALLY AGREED THAT

1. In the event any portion of the property is lost or damaged in an eminent domain proceeding, the entire amount of the award on such portion thereof, if any, 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 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 Chapter 66, 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 interests in 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 assignor of the security hereby, whether or not named as Beneficiary herein.

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 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 1- 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 purchaser, 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. Beneficiaries 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 proceedings 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 monies 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 said securities hereto, whether or not named as Beneficiary herein.

Larry O. Jones
 Page B. Jones

[illegible]

REQUEST FOR FULL RECONVEYANCE
Do not record. To be used only when note has been paid

鄭玄、王肅、荀爽、虞翻、陸績、孫資、許都、

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 to pay to you or any assignee to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to deliver, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you hereunder.

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**Left: the company's new 1000*

EXHIBIT "A"

REAL PROPERTY DESCRIPTION:

The following described real property located in Skamania County, State of Washington, to wit:

Parcel "A":

A tract of land located in the Southeast quarter of the Northeast quarter of Section 22, Township 3 North, Range 10 East of the Willamette Meridian, described as follows: Beginning at a point South $89^{\circ} 33'$ West 974.81 feet from the quarter corner common to Sections 22 and 23, Township 3 North, Range 10 East of the Willamette Meridian; thence South $89^{\circ} 33'$ West 56.32 feet; thence North $00^{\circ} 29'$ East 19 feet to the initial point of the tract hereby described; thence North $00^{\circ} 29'$ East 252 feet; thence South $84^{\circ} 18'$ East 167.42 feet; thence South $29^{\circ} 50'$ East 37 feet; thence South $09^{\circ} 25'$ East 43 feet; thence South $50^{\circ} 08'$ West 182.56 feet; thence South $89^{\circ} 33'$ West 79.07 feet to the initial point.

Parcel "B":

The East one half of the following described tract: A tract of land located in the South half of the Northeast quarter of Section 22, Township 3 North, Range 10 East of the Willamette Meridian, described as follows: Beginning at a point South $89^{\circ} 33'$ West 974.81 feet from the quarter corner on the East line of the said Section 22; thence South $89^{\circ} 33'$ West 56.32 feet; thence North $00^{\circ} 29'$ East 19 feet to the initial point of the tract hereby described; thence North $00^{\circ} 29'$ East 252 feet; thence South $89^{\circ} 33'$ West 130 feet; thence South $00^{\circ} 29'$ West 252 feet; thence North $89^{\circ} 33'$ East 130 feet to the initial point.

Larry D. Jones

Page B. Jones