

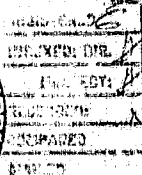
90012



DEED OF TRUST

BOOK 56 PAGE 922
SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Name KLICKITAT VALLEY BANKAddress P. O. Box 307City and State White Salmon, WA 98672NOT FOR SKAMANIA COUNTY'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Sheila L. SmithOF White Salmon, WAAT 2:30 PM 12-3 1979WAS RECORDED IN BOOK 56PAGE 922RECORDED BY UP-100

COUNTY AUDITOR

90012

THIS DEED OF TRUST, made this 3 day of DecemberRAYMONT E. TERNAHANwhose address is P. O. Box 138, Underwood, WA 98651

SAFECO Title Insurance Company, a California Corporation, Trustee, whose address is 2615 4th Avenue, Seattle, Washington 98107

and KLICKITAT VALLEY BANKwhose address is P. O. Box 307, White Salmon, WA 98672WITNESSETH: Grantor hereby assigns, sells and conveys to Trustee in Trust, with power of sale, the following described real property, in Skamania County, Washington:

A tract of land in the Southwest quarter of the Southeast quarter of Section 20, Township 3 North, Range 10 E.W.M., described as follows: Beginning at the initial point of the description of scenic heights no. 1 as the same appears of record at page 133 of book "A" of plats, records of Skamania County, Washington, said point being the Northeast corner of said plat marked by an iron bar in the centerline of county road no. 3041 designated as the Cooks-Underwood Road; thence South 10° 51' West 104 feet; thence South 21° 43' East 150.31 feet; thence North 50° 48' East 76.77 feet; thence South 34° 23' East 78.55 feet; thence South 21° 43' East 305.37 feet, more or less, to the West line of a tract of land conveyed to Joseph B. Legler, Jr. and Joy C. Legler, husband and wife, by deed recorded at page 16 of Book 56 of deeds, records of Skamania County, Washington, thence Northerly following the Westerly boundary of said Legler tract to intersection with the centerline of said Cooks-Underwood Road; thence Southwesterly following the centerline of said road to the point of beginning. EXCEPT easements and rights-of-way for County Road No. 3041 designated as the Cooks-Underwood Road.

which real property is sold and conveyed, but not otherwise, to the Trustee in Trust, with power of sale, the following described real property, in Skamania County, Washington:

The deed is for the purpose of securing performance of the payment of principal, interest, and payment of the cost of

THIRTY-ONE THOUSAND and no/100----- Dollars, \$11,000.00

with interest, as aforesaid, with the terms of a promissory note of loan secured hereby made to Beneficiary by Grantor, and all aforesaid obligations and aforesaid interest, and aforesaid other and things being advanced and loaned by Beneficiary to Grantor, and all aforesaid obligations and aforesaid interest, together with interest thereon, as aforesaid, shall be paid by Beneficiary to Trustee.

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 access of person, 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 insured and 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 to 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 on 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 of the Trust or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees for a reasonable amount, in any such a litigation 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 obligations 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 hereabove 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.

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 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 claims 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 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, binds 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.

Raymond B. Ternahan

STATE OF WASHINGTON
COUNTY OF Klickitat

On this day personally appeared before me
RAYMOND B. TERNAHAN

me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.


Witness my hand and official seal this
day of December, 1979.
Notary Public in and for the State of Washington
residing at Underwood

STATE OF WASHINGTON
COUNTY OF _____

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

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

Dated _____, 19____

Mail reconveyance to _____