91794

SAFECO

DEED OF TRUST

BOOK 57 PAGE 632
SAFECO TITLE INSURANCE COMPANY

SK-7800

Filed for Record at Request of

Name

Address

City and State

Mortgage $
Mtge'd. Dir. $
Interest $
Recorded $
Mailed

THIS SPACE RESERVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY Safeco Title Co.
OF Safeco Title Co.
AT 2:30 A.M. 12/13 19 80 P.M.
WAS RECORDED IN BOOK 57
OF Misc. AT PAGE 632
RECORDS OF Skamania COUNTY, WASH.
Ex. Off. COUNTY AUDITOR
BY Deputy

DEED OF TRUST

December
THIS DEED OF TRUST, made this 10th day of 19 80 between
Thomas J. Tucker and Corrine A. Tucker, husband and wife
111 16th Street, Washougal, Washington 98671
Safeco Title Insurance Company, a California Corporation
and Lloyd M. Louther and Anna M. Louther, husband and wife
as Grantor, Washington 98625
M.P. 1.45 Cape Horn Road, Washougal, Washington 98671
as Beneficiary, Skamania County, Washington
and Skamania
as Trustee,

A tract of land located in the Northeast Quarter of Section 16, Township 1 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at a point 814.7 feet South of the Northeast corner of said Section 16, said point being the Meander Corner between Sections 9 and 16, Township 1 North, Range 5 East of the Willamette Meridian; thence South 45° West 237 feet; thence South 15°44' East 100.8 feet to the Southerly line of the Spokane, Portland and Seattle Railway Company right of way, said point being the initial point of the tract hereby described; thence South 63°37' West along the Southerly line of said right of way 460 feet; thence South 15°44' East 150 feet, more or less, to the low water line of the Columbia River; thence Easterly along the low water line of the Columbia River to a point South 15°44' East 0 feet, more or less, from the initial point; thence North 15°44' West to the initial point.

TOGETHER WITH WATER RIGHTS AND AGREEMENTS FOR WATER LINES, APPURTENANT THEREIO, INCLUDING BUT NOT LIMITED TO CERTIFICATE OF WATER RIGHT ISSUED BY THE STATE OF WASHINGTON ON AUGUST 2ND, 19[illegible] AND RECORDED AT BOOK [illegible] OF MISC. RECORDS AT PAGE 419, UNDER AUDITOR'S RECORDS OF SKAMANIA COUNTY, WASHINGTON.

Fifty-five Thousand and no/100-------- $55,000.00----------

To protect the security of this Deed of Trust, Grantor agrees: [illegible] to keep the property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the property or requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act upon the property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the property may be reasonably necessary, the specific enumerations herein not excluding the general. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

2. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Grantor shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its own option to commence, appear in and prosecute in its own name any action or proceedings. Grantor shall make or settle any claim for proceeds of insurance or condemnation, which settlement shall require the written consent of Beneficiary. After deducting therefrom all its expenses, including costs and attorney's fees, Grantor shall apply the balance of such proceeds to the payment of the indebtedness secured hereby, whether or not then due, in such order as Beneficiary may determine. Beneficiary shall have the right to commence, appear in and prosecute in its own name any action or proceeding, and to make any compromise or settlement, in connection with any taking or damage of the property by eminent domain or for any cause or in lieu thereof. Beneficiary's fees, costs and expenses incurred in connection with any such action, proceeding, compromise or settlement shall be secured hereby and, upon demand made by Beneficiary, shall be paid by Grantor to Beneficiary.

3. 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.

4. 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.

Grantor's Initials

Initialed on original only

91734

BOOK 57 PAGE 637

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 to 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 thereby (Illegible) with the clerk of the superior court of the county in which sale took 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 [illegible] is not exclusive; 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 this Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless 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, 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.

Thomas J. Tucker

THOMAS J. TUCKER

Carole M. Tucker

CAROLE M. TUCKER

STATE OF WASHINGTON
COUNTY OF Skamania } ss.

On this day personally appeared before me Thomas J. Tucker and Carole M. Tucker

to 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.

GIVEN under my hand and official seal this 4th day of December, 1987.

Notary Public in and for the State of Washington residing at Stevenson

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 hereunder, 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 _____

BOOK