



GATEC

98393

DEED OF TRUST

SAFECO TITLE INSURANCE COMPANY

57-380177

Filed for Record at Request of

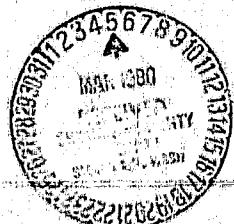
REGISTERED
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED

Name _____

Address

City and State.

8k. 11117
13-48



THIS DEED OF TRUST made up 23 day of February 1980 between
George W. Gardner and Georgene M. Gardner, husband and wife, Grantor,
whose address is 1456 S. Riverside Drive, Washougal, Washington 98671,
SAFECO Title Insurance Company, a California Corporation, Trustee, whose address is 2615 4th Avenue, Seattle, Washington 98136
and
Billie V. Beard and Mildred Beard, husband and wife, Beneficiary,
whose address is 1365 2nd Gardenia Road, Auburn, California 98603.
WITNESS: I, the undersigned, with full authority to do so, do hereby certify that the following described real property
is located in Clark County, Washington.

A tract of land located in Section 11, Township 1 North, Range 5 East of the Willamette Meridian described as follows:

Beginning at a point on the North boundary of Old Vancouver Cascades Road, now called Riverside Drive, said point of beginning being 1793.7 feet South and 2771.2 feet West of the Northeast corner of Section 11, Township 1 North, Range 3 East of the Willamette Meridian, Skamania County, Washington; thence North $44^{\circ} 31'$ West 455.53 Feet; thence North $83^{\circ} 45'$ West 62.38 feet; thence South 371.5 feet; thence East 365.45 feet; then North $21^{\circ} 47'$ East 42.96 feet to the point of beginning;

Also known as Lot 2 of Bill Beard short plat, recorded December 10, 1979 in Book 2
of Short plats, pages 146A and 146B, under auditor's file 90048.

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereto belonging or in any way appertaining, and the rents, issues, and profits thereof.

Two thousand One hundred-fifty, and no^o 100 Dollars (\$2,150.00)
with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereto, and also such further sums as may be advanced or loaned by Beneficiary to Grantor.

Grantor, or any of their successors or assigns, together with interest therein at the

I, , do hereby declare that I am the owner of the property described above and that I have the power to make the conveyance herein referred to.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges,

4. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazard in an amount not less than five times the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and he in such amounts as the Beneficiary may approve and have loss payable first to the Beneficiary as his interest may appear and next to the Grantor. The amounts reflected under any Insurance policy may be applied upon any indebtedness heretofore secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of any loss, the Beneficiary may deduct from the amount due him the amount necessary to pay the insurance premium.

4. To defend any action or proceeding pertaining to affect the security benefit or the rights of power of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount. In any such action or proceeding, and in any suit brought by the Beneficiary or Trustee, the Plaintiff shall be entitled to recover all costs and expenses.

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 recited herein and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, items, 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, will be added to and become a debt of the grantor until his death or trust.

90394

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IT IS MUTUALLY AGREED THAT:

- 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 toward obligation.
 - 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 required or to declare default for failure to so pay.
 - The Trustee shall receive all or any part of the property offered 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.
 - 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.
 - 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 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 in value.
 - The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is no exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
 - 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.
 - This Deed of Trust applies to, matures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, if any, 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.

George W. Gardner
George W. Gardner
Gardner
George W. Gardner

STATE OF WASHINGTON
COUNTY OF Skamania

On this day personally appeared before me
George W. Gardner & Georgene M. Gardner
to me known to be the individual(s) described in and
who executes, do within and foregoing instrument,
and acknowledged that **they** made the
same as **their** free and voluntary act
and deed, for the uses and purposes therein men-
tioned.

STATE OF WASHINGTON
COUNTY OF

On this 17 day of July, A.D. 1900, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn,

act
to be known to be the _____ President and _____ Secretary,
respectively of
the corporation that executed the foregoing instrument, doth acknowledge the
said instrument to be the free and voluntary act and deed of said corporation, for
the uses and purposes thereto contained, and doth oath state that
the said instrument was lawfully authorized to execute the said instrument
and that the seal affixed is the common 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,
testifying at**

REQUEST FOR FULL RECONVEYANCE

MO. TRUSTEE

The undersigned is the sole 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 sum 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 thefeunder.

Dated _____ 15-

Multicollinearity

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 of 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 fees; (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 encumbrances 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 at 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, insures 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.

George W. Gardner
George W. Gardner
Georgene M. Gardner
Georgene M. Gardner

STATE OF WASHINGTON
COUNTY OF Skamania

On the day personally appeared before me George W. Gardner & Georgene M. Gardner to me known to be the individual(s) described in and who executed the within 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 December 19th 19⁸⁰
George W. Gardner

Notary Public in and for the State of Washington
residing at *Edenvision*

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 _____ 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 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 last 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 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