

100211

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name Thomas F Effinger

Address 2737 NW 279th St

City, State, Zip Ridgefield WA 98642

THIS SPACE PROVIDED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN

STATEMENT OF WORKS FILED BY

EVERGREEN FOREST POLICY CO

ALLWEATHER WOODS TRAILERS

PO BOX 227 WASHOUGAL, WA 98671

9-25 '85 CC# 284 25

WAS RECORDED 62

MTG 32

RECORDED IN _____ COUNTY WITH



Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 30 day of July, 19 85, between

Rickey L. Drake and Chris Drake, Husband and Wife, GRANTOR,

whose address is R.R. 1 Box 274 B, Paleau RD, Kula (Maui) Hawaii 96790

Zachary Stoumbos, Attorney, as Trustee

Thomas F. and Cheryl A. Effinger, Husband and wife, BENEFICIARY,

whose address is 2727 NW 279th St, Ridgefield, WA 98642

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

M.P. 0.2 Belle Center Rd, Washougal, WA 98671

Being parcel #1-5-17-1300, continued legal attached

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

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of Ten Thousand Dollars 00/00 Dollars (\$ 10,000.00) 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 thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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 no waste thereof, 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.

Noted S

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UNNOTIFIED COPY

- 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 continuously 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 its 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 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 or the rights or powers 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 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 obligation 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 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.

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 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 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, 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.
- 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 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. 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 inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Rickey Drake
Rickey Drake

Chris Drake
Chris Drake

STATE OF Hawaii
COUNTY OF Mauai } ss

On this day personally appeared before me
RICKEY DRAKE
CHRIS DRAKE
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

STATE OF WASHINGTON } ss
COUNTY OF _____ } ss

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.

PATRICIA A. RICE
NOTARY PUBLIC
STATE OF HAWAII

GIVEN under my hand and official seal this
21st day of August, 1985
Patricia A. Rice
Notary Public in and for the State of
Hawaii, residing at Mauai County
Hawaii
Commission Expires 10/15/88

Notary Public in and for the State of Washington,
residing at _____

REQUEST FOR FULL RECONVEYANCE
Do not use 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____

DISCLOSURE STATEMENT.* Creditor represents as follows:

- 1. Proceeds.....\$ 10,000⁰⁰
- 2. Other charges financed (itemize)

- 3. Amount financed (1+2) . \$ 10,000⁰⁰
- 4. Finance Charge\$ 7,811.40 approx.
- 5. Total of payments.....\$ 17,811.40 approx.
- Annual Percentage Rate ... 18% %

I hereby acknowledge receipt of a copy of the foregoing disclosures pertaining to the obligation described below.

Ricky Drake
RICKY DRAKE

*Federal "Truth-in-Lending Act" - For use by "Creditor" in "consumer credit" transaction

CHRIS DRAKE

<u>\$ 10,000⁰⁰</u>	INSTALLMENT NOTE
<u>Washougal</u>	Washington, <u>7/30</u> 19 <u>85</u>
For value received, I promise to pay to the order of <u>Thomas & Cheryl Effinger</u>	
the sum of <u>TEN THOUSAND DOLLARS</u> DOLLARS	
in Lawful Money of the United States of America, with interest thereon in like Lawful Money at the rate of <u>18%</u> per cent, per annum from date until paid, payable in monthly installments of not less than \$ <u>180.19</u> in any one payment, together with the full amount of interest due on this note at time of payment of each installment. The first payment to be made on the <u>20th</u> day of <u>August</u> , 19 <u>85</u> , and a like payment on the <u>20th</u> day of each month thereafter until <u>August 20, 1990</u> <u>when balance is due in full</u> , if any of said installments are not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder hereof. This note shall bear interest at the rate of twelve per cent per annum after maturity or after failure to pay any interest payment, and in case suit or action is instituted to collect this note, or any portion thereof, I promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action.	
Due <u>August 20</u> , 19 <u>90</u>	Maker <u>Ricky Drake</u>
At <u>Thomas Effinger</u> <u>2737 NW 279th St</u>	Maker <u>Chris Drake</u>
No. <u>Ridge Falls WA 98642</u>	Maker _____

Installment Note - Consumer Credit
Washington Legal Blank Co., Bellevue, WA Form No. 261A 11-78
MATERIAL MAY NOT BE REPRODUCED IN WHOLE OR IN PART IN ANY FORM WHATSOEVER.

... OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, AS FOLLOWS:

... AT A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN SOUTH 85° 00' WEST, 3607.13 FEET FROM A CONCRETE MONUMENT AT THE NORTH-WEST CORNER OF SAID SECTION 17, SAID POINT OF BEGINNING BEING THE WEST CORNER OF THE "PEET" TRACT, AS SHOWN ON RECORDED SURVEY IN BOOK 65 OF DEEDS AT PAGE 16; THENCE NORTH 86° 18' 34" EAST ALONG THE SOUTH LINE OF SAID "PEET" TRACT, 655.72 FEET; THENCE NORTH 02° 18' 00" WEST, 100.00 FEET; THENCE NORTH 87° 42' 00" EAST, 96.26 FEET; THENCE LEAVING SAID SOUTH LINE, SOUTH 02° 18' 00" EAST, 780 FEET MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY #14; THENCE WESTERLY ALONG SAID NORTH LINE, 880 FEET MORE OR LESS, TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 17; THENCE NORTH 01° 26' 00" EAST ALONG SAID WEST LINE 505 FEET MORE OR LESS, TO THE POINT OF BEGINNING;

... EXCEPT RIGHT OF WAY FOR BELL CENTER ROAD, AS CONVEYED TO SKAMANIA COUNTY BY DEED DATED JUNE 20, 1973, AND RECORDED JUNE 21, 1973 IN BOOK 65 OF DEEDS AT PAGE 374, RECORDS OF SKAMANIA COUNTY, WASHINGTON; TOGETHER WITH AND SUBJECT TO A 60 FOOT EASEMENT FOR INGRESS EGRESS, AND UTILITIES, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

... BEGINNING AT A POINT IN THE CENTERLINE OF STATE HIGHWAY #14 WHICH POINT IS SOUTH 11° 22' 50" WEST, 4030.75 FEET FROM AN IRON PIPE AT THE NORTH-EAST CORNER OF SAID SECTION 17; THENCE NORTH 40° 43' 00" WEST, 296.12 FEET; THENCE ALONG THE ARC OF A 200 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 61.17 FEET; THENCE SOUTH 87° 52' 00" WEST, 1051.85 FEET TO THE TERMINUS OF SAID EASEMENT CENTERLINE.