

116802

## DEED OF TRUST

BOOK 136 PAGE 894

THIS DEED OF TRUST, made on this \_\_\_\_ day of June 28, 1993, between VICTOR O. ERICKSON, a single person, Grantor, whose address is MP 0-20L Stevens Road, Washougal, Skamania County, Washington, CAROLYN A. SIMMS, Attorney at Law, Trustee, whose address is 1411 32nd Street, Washougal, Clark County, Washington, and GEORGE W. HUTCHINSON AND PHYLLIS E. HUTCHINSON, husband and wife, Beneficiaries, whose address is 2173 G Street, Washougal, Clark County, Washington.

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

The East Half of the Northeast Quarter of the Southwest Quarter of the Northeast Quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPTING THEREFROM that portion, if any lying within the South 660 feet of the West 1,320 feet of the Southwest Quarter of the Northeast Quarter of said Section 19.

ALSO KNOWN AS Lot 2, KENNETH LOCKE SHORT PLAT, according to the Short Plat recorded July 8, 1975 in Book 1, Page 8, Auditors File No. 80047, Skamania County Short Plat Records.

SUBJECT TO a Private Roadway Agreement as contained in Kenneth E. Locke Short Plat, recorded June 23, 1975, in Book 1, Page 8, Auditors File No. 80047, Skamania County Short Plat Records.

SUBJECT TO an Easement for a Right of Way for Utilities, in favor of Public Utility District No. 1 for Skamania County, recorded in Book 62, Page 901, Skamania County Deed Records.

SUBJECT TO an Easement for a Water Pipeline, as disclosed by contract between Kenneth E. Lock, et. al., recorded October 2, 1975 in Book 69, Page 717, Auditors File No. 81017, Skamania County Deed Records.

which real property is not used principally for agriculture or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise 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 THIRTY FIVE THOUSAND Dollars (\$35,000.00) with interest, in accordance with the terms of the Promissory Note of even date herewith payable to Beneficiaries, 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 Beneficiaries to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed on.

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 restore promptly any building, structure or improvement thereon that may be damaged or destroyed; and to comply with all laws, ordinances, regulations covenants, conditions and restrictions affecting the property.

|              |          |
|--------------|----------|
| Registered   | <u>p</u> |
| indexed, Dir | <u>p</u> |
| indirect     | <u>p</u> |
| Filmed       |          |
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2) To pay before delinquent all lawful taxes and assessments on 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 and other improvements now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount equal to the full replacement value thereof. All policies shall be in such companies as Beneficiaries may approve and have loss payable first to Beneficiaries as their interest may appear, and then to Grantor. The amount collected under any insurance policy may be applied on any indebtedness hereby secured in such order as Beneficiaries shall determine. Such application by Beneficiaries shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of 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 Beneficiaries or Trustee, and to pay all 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 Beneficiaries 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 Trustee incurred in enforcing the obligation secured thereby and the 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, Beneficiaries 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 Beneficiaries to be applied to said obligation.

2) By accepting payment of any sum secured hereby after its due date, Beneficiaries do not waive their right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3) 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 Grantor and Beneficiaries, or upon satisfaction of the obligation secured and written request for reconveyance made by Beneficiaries 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 Beneficiaries. In such event and on written request of Beneficiaries, 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 the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (a) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (b) to the obligation secured by this Deed of Trust; (c) 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 that Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as she may have acquired thereafter. Trustee's Deed shall recite the fact 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; 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, Beneficiaries may appoint in writing a successor trustee, and on 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. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or any action or proceeding in which Grantor, Trustee or Beneficiaries shall be a party unless such action or proceeding is brought by Trustee.

8) This Deed of Trust applies to, inures to the benefit of, and is binding not only the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors, and assigns. The term "Beneficiaries" shall mean the Holder and the owner of the Note secured hereby, whether or not named as Beneficiaries herein.

9) In the event the within described property, or any part thereof, or any interest therein is sold, conveyed, assigned or alienated by the Grantor at any time during the period of this instrument, then, at the Beneficiaries' option, all obligations secured by this instrument shall become immediately due and payable.

IN WITNESS WHEREOF, the parties have executed this document  
the day and year first above written.

VICTOR O. ERICKSON, Grantor

STATE OF WASHINGTON )  
COUNTY OF Skamania ) SS:

On this day personally appeared before me VICTOR O. ERICKSON to me known to be the individual(s) 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 22nd day of July, 1993. ~~June~~

PEGGY B. LOWRY  
STATE OF WASHINGTON  
NOTARY --... PUBLIC  
My Commission Expires 2-23-95

Reagan B Lowry  
Notary Public for Washington  
My Commission expires: 2/23/98