

116991

## DEED OF TRUST

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THIS DEED OF TRUST, made this 12<sup>th</sup> day of August 1993, between RITA A. MILLER SANTILLAN, a single person, as Grantor, whose mailing address is 1137 Lotz Road, Stevenson, WA 98648; SKAMANIA COUNTY TITLE COMPANY, Trustee, whose address is 43 Russell Street, Stevenson, WA 98607, and SKAMANIA COUNTY SUPERIOR COURT as Beneficiary, whose mailing address is Skamania County Courthouse, P.O. Box 790, Stevenson, WA 98648.

## WITNESSETH:

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

PARCEL A

Beginning at a point 620 feet west and 250 feet south of the northeast corner of Government Lot 9, Section 1, Township 2 North, Range 7 E.W.M.; thence south 184 feet; thence west 16 feet to the initial point of the tract hereby described; thence west 108 feet; thence north 70 feet; thence east 108 feet; thence south 70 feet to the initial point;

EXCEPT an easement for a road 16 feet in width over and across the above described real property, as now located, extending from the southeast corner in a northwesterly direction to the westerly line thereof.

EXCEPTING that portion prior deeded and recorded.

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 TWO THOUSAND DOLLARS AND NO/100 (\$2,000.00), with interest in accordance with 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 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.

Grantor covenants that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the property, that the property is unencumbered, and that Grantor will warrant and defend the title to the property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exemptions and priorily deeded and recorded.

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.

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Sha Co. Clerk*

AUG 12 12 22 PM '93

*P. Lavin*  
AUDITOR

GARY H. OLSON

RECORDED	<i>P</i>
INDEXED	<i>P</i>
FILED	<i>P</i>
SEARCHED	<i>P</i>
SERIALIZED	<i>P</i>

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 their 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 any 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 their right to require prompt payment when due or 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, 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 to: (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 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 his 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, inures 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.

9. If the Grantor sells, transfers, assigns, or contracts to transfer title to or possession of all or a part of the real property which is subject to this Deed of Trust, whether by deed, contract of sale, assignment, lease, mortgage, bill of sale, or other similar agreement, and whether voluntarily or by operation of law or otherwise, without the prior written consent of the Beneficiary, then at the option of Beneficiary, the entire principal balance plus accrued interest shall become immediately due and payable without further notice.

10. The Trustee shall have all powers granted pursuant to the Uniform Deed of Trust Act, including the right of inspection of said premises on statutory required notice.

IN WITNESS WHEREOF, I have set my hand the day and year first above written.

  
Rita A. Miller Santillan

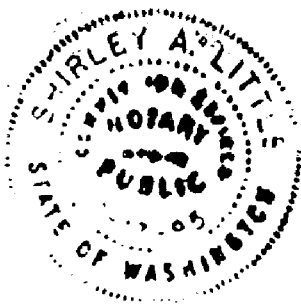
"Grantor"

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STATE OF WASHINGTON )  
COUNTY OF Skamania ) ss.  
CLARK )

On this day personally appeared before me RITA A. MILLER SANTILLAN, a single person, to me known to be the individual in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

August GIVEN under my hand and official seal this 12<sup>th</sup> day of July, 1993.



Shirley A. Little  
Notary Public in and for the State of  
Washington, Residing at Stedman  
My appointment expires: 8-17-95

Unofficial Copy



## PROMISSORY NOTE

\$2,000.00

August 12, 1993

Stevenson, WA

DAMON T. MESSERSMITH, also known as Damon T. Santillan, and RITA A. MILLER SANTILLAN, each as individuals, after date, without grace, but subject to the terms and conditions described below for and in consideration of the continued release of Damon T. Messersmith during the pendency of his appeal in Skamania County Superior Court Cause No. 92-1-00069-3, promise to pay the sum of Two Thousand and No/100 Dollars (\$2,000.00) to the Skamania County Superior Court, or its designee, immediately upon the occurrence of any of the following events:

1. A determination by the Skamania County Superior Court that Damon T. Messersmith has violated the terms and conditions of his release pending appeal, and he fails to appear before the Skamania County Superior Court for a revocation hearing or fails to appear after the court revokes his release pending appeal.
2. A determination by the Skamania County Superior Court that Damon T. Messersmith has failed to prosecute his appeal in Skamania County Cause No. 92-1-00069-3, and that his appeal has been terminated or dismissed, or that his conviction in said cause was affirmed, and Damon T. Messersmith subsequently failed to appear for commitment pursuant to his sentence in said cause, or for any scheduled hearing in said cause where his presence was required.

If either event listed above occurs, then this note shall become immediately due and payable, and shall thereafter bear interest at the rate of twelve (12%) percent per annum until paid. In the event this note is subject to collection proceedings, we promise to pay all collection costs, including reasonable attorney's fees, required to collect any amount due and owing to the Skamania County Superior Court.

This note is secured by a Deed of Trust executed by Rita A. Miller Santillan on July 12<sup>th</sup>, 1993.

Each maker of this note executes the same as a principal and not as a surety.

Damon T. Messersmith  
Damon T. Messersmith

Rita A. Miller Santillan  
Rita A. Miller Santillan

RECORDER'S NOTE:  
NOT AN ORIGINAL DOCUMENT