



# First American Title Insurance Company

Filed for Record at Request of

Name Kelly B. McGee

Address 1719 SE Oak #1

City and State Hillsboro, OR 97123

**117845**

04-07-25-3-0-0100-00  
SCTC 18238

## Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 3rd day of November, 1993, between  
LAWRENCE P. SMITH and GLENNA J. SMITH, H & W and ROBERT A. CHODOWSKI and RIKI S. CHODOWSKI, H & W, GRANTOR,  
whose address is 26714 NE 97th Avenue, Battle Ground, WA  
and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation

TRUSTEE, whose address is Bx 277, Stevenson, WA, and  
Kelly B. McGee, a single person, BENEFICIARY,

whose address is 1719 SE Oak, #1, Hillsboro, OR 97123

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

Please see attached Exhibit "A"

Registered	<u>P</u>
Indexed, Lir	<u>P</u>
Indirect	<u>P</u>
Filmed	
Mailed	

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 25,581.32 Dollars (\$ 25,581.32 ) 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.
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.

THIS SPACE PROVIDED FOR RECORDERS USE  
FILED FOR RECORD  
SKAMANIA CO. WASH  
BY SKAMANIA CO. TITLE

Nov 3 4 44 PM '93

P. Lowry  
AUDITOR  
GARY M. OLSON

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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:

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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 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 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.

Lawrence P. Smith

Glenn A. Smith  
Robert A. Chodowski

STATE OF WASHINGTON

COUNTY OF Skamania

STATE OF WASHINGTON

COUNTY OF

On this day personally appeared before me  
Lawrence P. Glenn A. Smith  
Robert A. Chodowski  
to me known to be the (names) of the party in and who  
executed the within instrument, and acknowledged that  
they signed the same as their free and voluntary act and deed for the uses and purposes  
therein mentioned.

On this day of 19  
before me, the undersigned, a Notary Public in and for the State of Washington, duly com-  
missioned 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 instru-  
ment 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 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

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

First American  
Title Insurance  
Company  
TRUSTEE



DEED OF TRUST  
WITH POWER OF SALE

**PARCEL I**

That portion of the following described property lying Northeasterly of the Northeasterly line of the Wind River Highway;

The H.E. Survey No. 232, embracing a portion of Section 25, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, more particularly described and bounded as follows:

BEGINNING at corner no. 1, from which the Southwest Corner to said Section 25 bears North 89 degrees 45' West 5.84 chains distant; thence North 18 degrees 32' West 10.63 chains to corner no. 2; thence North 48 degrees West 3.83 chains to corner no. 3; thence North 0 degrees 30' West 12.76 chains to corner no. 4; thence South 70 degrees 04' East 12.41 chains to corner no. 5; thence South 40 degrees 17' East 27.85 chains to corner no. 6; thence North 89 degrees 45' West 23.31 chains to corner no. 1, The Place of Beginning.

EXCEPT Public roads on, over and across the above described real property.

**PARCEL II**

That portion of the Southeast Quarter of the Southeast Quarter of Section 26, Township 4 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, lying Northeasterly of the Wind River Highway.

**SUBJECT TO:**

1. Potential Taxes, Penalties and interest incurred by reason of a change in the use or withdrawal from classified use of the herein described property. Notice of approval of such classified use, was given by the Skamania County Assessor, and is disclosed on the Tax Roll.
2. Rights of the public in and to that portion lying within Road and Highways.
3. Contract, including the terms and provisions thereof, between Robert K. Garwood, as Trustee, in Trust, pursuant to that certain irrevocable Trust Agreement dated the 17th day of January, 1984, as seller, and August T. Gehrig, as his separate estate, as purchaser, dated March 28, 1985, recorded April 1, 1985, in Book 84, Page 427, in Auditor's File No. 99065, Skamania County Deed Records.

By instrument Recorded November 20, 1990, in Book 121, Page 416, in Auditor's File No. 110452, Skamania County Deed Records,

the sellers interest in said contract was assigned to Robert K. Garwood and Mary Lou Garwood, husband and wife.

By instrument Recorded June 4, 1991, in Book 123, Page 531, in Auditor's File No. 111329, Skamania County Deed Records, the purchasers interest in said contract was assigned to August T. Gehrig, Trustee or his successor in trust under the Gehrig Loving Trust, dated May 7, 1991. (Affects Parcel I)

4. Contract, including the terms and provisions thereof, between August T. Gehrig, a widower, as seller, and Kelly B. McGee, a single man, as purchaser, dated June 16, 1987, recorded June 16, 1987, in Book 105, Page 685, in Auditor's File No. 103352, Skamania County Deed Records. Excise Tax Receipt No. 11402.

By instrument Recorded June 4, 1991, in Book 123, Page 532, in Auditor's File No. 111330, Skamania County Deed Records, the sellers interest in said contract was assigned to August T. Gehrig, Trustee or his successors in trust under the Gehrig Loving Trust, dated May 7, 1991. (Affects Parcels I & II)