

118390

DEED OF TRUST
(AND AGREEMENT)

FILE FOR RECORD
SKAMANIA COUNTY WASH
By *Kielinski & Assoc.*
Dec 30 11 34 PM '93
P. Larry
NOTARY

This Deed of Trust, made this 30th day of December, 1993, between CHRISTOPHER D. WOODALL and ELAINE D. WOODALL, Grantor, whose address is M.P.O. 06 Moorage Road, Box A-11, Skamania, Washington 98648; SKAMANIA TITLE CO., INC., Trustee, whose address is 43 Russell Street, P.O. Box 277, Stevenson, Washington 98648; and ROBERT A. RHODE and MARJORIE F. RHODE, husband and wife, Beneficiary, whose address is 17401 S.E. 39th Street, Camas, Washington 98607.

WITNESSETH: BOOK 140 PAGE 619

Grantor hereby bargains, sells and conveys to Trustee, in trust, with power of sale, the real property located in Skamania County, Washington, which property is described in Exhibit 'A', attached hereto and incorporated herein by reference, 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 anywise appertaining, and the rents, issues and profits thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor contained herein and payment of the sum of One Hundred Seventy-One Thousand, Eight Hundred Ninety-Three and 17/100 Dollars (\$171,893.17), with interest, in accordance with the terms of an Installment Promissory Note of even date herewith payable to Beneficiary or order and made by Grantor, and all renewals, modifications and extensions thereof.

This Deed of Trust also secures, in the event of a default by Grantor under the Note secured hereby, or under this Deed of Trust, Grantor's payment of any and all sums, including reasonable attorney fees, advanced or incurred by Beneficiary to protect, preserve, enforce or realize upon Beneficiary's interest in the property.

As further security for the indebtedness secured by this Deed of Trust, Grantor hereby assigns to Beneficiary any and all rents, issues and profits of the property and Grantor's interest in all leases now or hereafter affecting the property. Upon notice by Beneficiary and, in any event, upon default, Beneficiary may directly collect all such leases, rent and other payments due Grantor. Nothing contained in this paragraph shall obligate Beneficiary to perform any of Grantor's duties or obligations under any lease or other agreement affecting the property.

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

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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, including cost of title search, 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 twelve percent (12%) per annum on the date of such payment, shall be added to and become a part of the debt secured in this Deed of Trust.

7. Grantor shall not sell, transfer or convey all, any part, or any interest in the property to a third party, so as to create a novation and relieve Grantor of their obligations hereunder. If any such sale, transfer or conveyance occurs, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust, including prepayment penalty(ies), to be immediately due and payable ("acceleration"). PROVIDED, HOWEVER, Grantor may further encumber the property using Grantor's equity in the property as collateral or security, so long as said additional encumbrances are subordinate to Beneficiary's interest in the property. The following shall not result in acceleration by Beneficiary: (a) a transfer by devise, descent, or by operation of law upon the death of a joint tenant; (b) the grant of any leasehold interest of three (3) years or less not containing an option to purchase; or (c) a sale or transfer under terms which would bring about payment in full, including prepayment penalty(ies) to Beneficiary on the Note secured by this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

BOOK 440 PAGE 621

8. Beneficiary represents and warrants that: (a) no violations, known to Beneficiaries, exist or will exist with respect to the property of any statute, ordinance, regulation or administrative or judicial order or holding, whether or not appearing in public records, nor have Beneficiaries received any notice of any such violation; (b) Beneficiaries have no knowledge of any material defect in the property, structural, subterranean or otherwise; (c) no liability exists or will exist with respect to the property or any improvements thereon for which Grantors may become liable or responsible as an owner of the property, except such as are shown upon the title policy and approved by Grantors.

9. 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 to said obligation.

10. 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.

11. 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.

12. 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:

FIRST: To the expense of the sale, including a reasonable Trustee's fee and attorney's fee;

SECOND: To the obligation secured by this Deed of Trust;

THIRD: 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 in the county in which the sale takes place.

13. 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 and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.

14. 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.

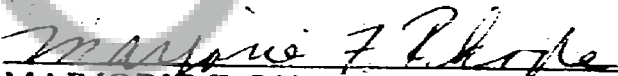
15. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor Trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor Trustee shall be vested with 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.

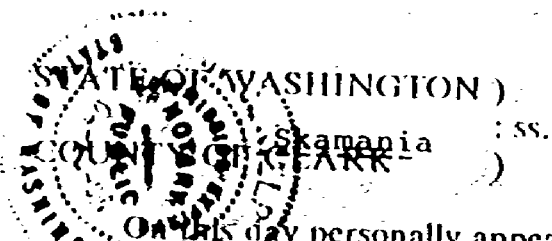
16. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the holder and owner of the note secured hereby, whether or not named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


CHRISTOPHER D. WOODALL, Grantor


ELAINE D. WOODALL, Grantor


ROBERT A. RHODE, Beneficiary


MARJORIE F. RHODE, Beneficiary



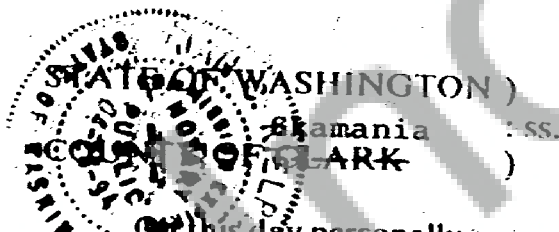
On this day personally appeared before me CHRISTOPHER D. WOODALL, to me known to be the individual described in and who executed the within and foregoing Deed of Trust, and acknowledged to me that he signed the same as his free and voluntary acts and deeds for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30th day of December, 1993.

Jan C. Kielinski

Jan C. Kielinski
NOTARY PUBLIC in and for the State of Washington

My Commission Expires: 4/28/94



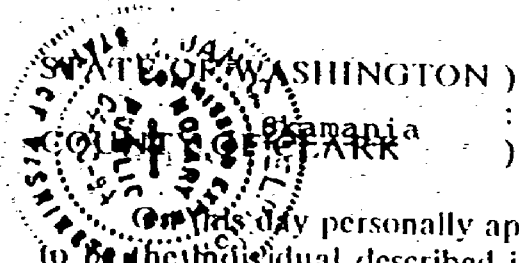
On this day personally appeared before me ELAINE D. WOODALL, to me known to be the individual described in and who executed the within and foregoing Deed of Trust, and acknowledged to me that she signed the same as her free and voluntary acts and deeds for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30th day of December, 1993.

Jan C. Kielinski

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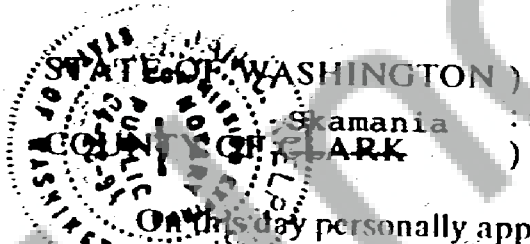
On this day personally appeared before me ROBERT A. RHODE, to me known to be the individual described in and who executed the within and foregoing Deed of Trust, and acknowledged to me that he signed the same as his free and voluntary acts and deeds for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30th day of December, 1993.

Jan C. Kielpinski

Jan C. Kielpinski
NOTARY PUBLIC in and for the State of Washington

My Commission Expires: 4/28/94



On this day personally appeared before me MARJORIE F. RHODE, to me known to be the individual described in and who executed the within and foregoing Deed of Trust, and acknowledged to me that she signed the same as her free and voluntary acts and deeds for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30th day of December, 1993.

Jan C. Kielpinski

Jan C. Kielpinski
NOTARY PUBLIC in and for the State of Washington

My Commission Expires: 4/28/94

REQUEST FOR FULL RECONVEYANCE

Do not sign. 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 this _____ day of _____, 19____.

A tract of land located in the Northwest Quarter of the Northeast Quarter of Section 35, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, more particularly described as follows:

Beginning at a point South 534 feet and East 787.43 feet from the quarter corner on the North line of said Section 35; thence North 77°57' West 190 feet more or less, to the Southerly right of way line of Primary State Highway No. 8; thence Easterly along the Southerly line of said highway to the center line of the channel change of Woodard Creek as described in deed to the Spokane, Portland and Seattle Railway Company dated July 28, 1909, and recorded at page 492 of Book "L" of Deeds, records of Skamania County, Washington; thence following the center line of said channel change of Woodard Creek in a Southeasterly direction to intersection with the East line of the Northwest Quarter of the Northeast Quarter of the said Section 35; thence South to the Northerly right of way line of the Spokane, Portland and Seattle Railway Company; thence Westerly 435 feet, more or less, along said Northerly right of way line to a point South 01°02' West 285.6 feet from the point of beginning; thence North 01°02' East 285.6 feet to the point of beginning.

EXCEPT that portion thereof conveyed by the aforesaid deed dated July 28, 1909, to the Spokane, Portland and Seattle Railway Company in connection with the channel change of Woodard Creek.

TOGETHER WITH and SUBJECT TO all water rights and water pipelines now serving such real property, including but not limited to those water rights transferred by easement deed from Sam Samson, et ux. to William L. Payment, et ux., recorded in Book 29, at page 125, records of Skamania County, Washington; and

SUBJECT TO easement for telephone line system as reflected in instrument recorded under Auditor's File No. 84859, records of Skamania County, Washington, and easements and rights of way for public roads over and across such real property; and