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FILED FOR RECORD SKAHARIA COLWASH BY SRAMANIA CO, THEE

BOOK 142 PAGE 621

Filed for Record at Request of Columbia Title Company APR 19 3 21 PH 194 UDITOR 9 GARY M. OLSON

This Space Reserved For Recorder's Use:

Name HARRY GEHRMANN Address PO BOX 148

City, State, Zip <u>UNDERWOOD</u>, WA 98651

Escrow number: 18650

AFTER RECORDING MAIL TO:

DEED OF TRUST

(For use in the State of Washington Only)

THIS DEED OF TRUST, made this 18 ROBERT TRUSCHEIT, a single person---

day of April

, between

GRANTOR,

whose address is 10.79 COOK-UNDERWOOD ROAD UNDERWOOD, WA 98651 SKAMANIA COUNTY TITLE COMPANY

whose address is PO BOX 277 STEVENSON, WA 98648 HARRY GEHRMANN

, TRUSTEE, , and

whose address is PO BOX 148 UNDERWOOD, WA 98651

, BENEFICIARY,

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

SEE ATTACHED EXHIBIT 'A' ---

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 HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED 224,815.00) Dollars (\$ FIFTEEN DOLLARS AND NO/100

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.

BOOK 142 PACIE 622

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 Exheficiary, 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 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
- 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 aquired 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 face evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers
- 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

TRUSCHEIT

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STATE OF WASHINGTON		
COUNTY OF KLICKITAT	}s	
I certify that I know or have satisf	actory evidence that ROBERT TRUSCHEIT	
is_ the person_	who appeared before me, and said person	acknowledged tha
he signed this instrument and acknowledge	wedged it to be his free and voluntary act for	the uses and purpose
mentioned in rus libratureur		
Dated: Too City		
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\display \di	Notary Public in and for the State of <u>WASH</u> Residing at <u>WHITE SALMON</u>	INGTON
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OF WASHING	му арронинета expires. <u>03-12-70</u>	
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TO: TRUSTEE.		NOTE	Nates	4/18/44 free	R. Trosheit in	Τ,
TO: TRUSTEE The undersigned is the legal of Trust. Said note, together w satisfied; and you are hereby recaid Deed of Trust, to cancel a Deed of Trust delivered to you the parties designated by the term	juested and directed aid note above men herewith together	l, on payment to ntioned, and all with the said D	o you of a l other ev	ny sums owing to idences of indeb	has been fully paid and you under the terms of tedness secured by said	[[.
Dated	- 10		-			

BOOK 142 PAGE 623

EXHIBIT "A"

That portion of the Southeast quarter of the Southeast quarter and of the Southwest quarter of the Southeast quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Commencing at the Northwest corner of the Southeast quarter of the Southeast quarter of the said Section 20; thence South 00 degrees 13' West along the West line of the Southeast quarter of the Southeast quarter of the said Section 20 to a point 127.78 feet Southerly from the centerline of the County Road known and designated at the Cook-Underwood Road and the point of beginning; thence North 48 degrees 30' East following the Southerly line of a certain private road 154.4 feet to its intersection with the Southerly line of the said Cook-Underwood Road; thence Easterly along the Southerly right of way line of the said Cook-Underwood Road 150 feet; thence South 10 degrees 17' East 845 feet, more or less, to intersection with the South line of the said Section 20; thence Westerly along said South line to the Southwest corner of the Southeast quarter of said Section 20, 60 feet; thence North 00 degrees 13' East 645 feet, more or less, to a point which lies South 48 degrees 30' West from the point of beginning; thence North 48 degrees 30' East 80.11 feet to the point of beginning.

EXCEPT the Westerly 30 feet as conveyed to Raymond Ternahan, et. ux. by instrument recorded March 18, 1988 in Book 108, Page 808.