

FILED FOR RECORD
SKAMANIA CO. WASH
BY *James E. Rulli*

APR 25 1 20 PM '94

P. Lowry
AUDITOR

GARY H. OLSON

DEED OF TRUST

119248

This Deed of Trust, made this 14th day of April, 1994, between RICHARD HOOPER, Grantor, whose address is 0.91 Belle Center Road, Washougal, Washington, and the Trustee, John F. Nichols, Attorney at Law, whose address is 514 W. Ninth Street, Vancouver, Washington, and DIANA HOOPER, Beneficiary, whose address is 535 "C" Street #4, Washougal Washington.

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W I T N E S S E T H :

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

The South 330 feet of the following described property:

The North half of the Southwest quarter of the Southeast quarter of the North half of the South half of the Southwest quarter of the Southeast quarter, of Section 8, Township 1 North, Range 5 East of the Willamette Meridain.

SUBJECT TO easements and rights of way for public roads and electric power transmission lines over and across the above drescribed property as appearing of the record.

, 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 a Promissory Note in the sum of Forty Thousand Dollars and No Cents (\$40,000.00), with interest, in accordance with the terms of Promissory Note and Decree entered in Clark County Superior Court Cause No. 93-3-00282-1.

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 on or about to be build 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.

Received
[Signature]

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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 the highest rate allowable by law on the date of such payment, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

7. 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.

8. 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.

9. 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.

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10. 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 the 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 fees;

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 of the county in which the sale takes place.

11. 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/her execution of this Deed of Trust, and such as he/she 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 of value.

12. 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.

13. In the event of 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.

14. This Deed of Trust applies to, inures to the benefit of, and is binding not only to the parties hereto but to 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.


Richard Hooper

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STATE OF WASHINGTON)

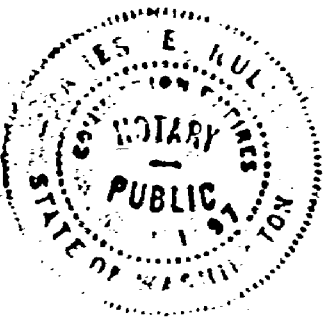
County of Clark)

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On this day personally appeared before me Richard Hooper 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 act and deed for the uses and purposes therein mentioned.

SUBSCRIBED and SWORN to before me this 14 day of April, 1994.



James E. Rulli
NOTARY PUBLIC in and for the State
of Washington.
Residing in Vancouver.
My Commission Expires: 11-1-97.

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