

119516

SC R 18657

DEED OF TRUST

BOOK 143 PAGE 345

THIS DEED OF TRUST, made this 25th day of MAY, 1994, between the following:

GRANTOR: Cynthia M. Escene
Address: Carl T. Escene
M.P. 2.96 Berge Road
Home Valley, WA. 98648

TRUSTEE: Skamania County Title Company
Address: P.O. Box 277
Stevenson, Washington 98648

BENEFICIARY: CONFEDERATED TRIBES AND BANDS
OF THE YAKIMA INDIAN NATION
Address: P.O. Box 151
Toppenish, Washington 98948

WITNESSETH:

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

(a) That portion of the North 350 feet of the South Half of the Northwest Quarter of Section 23, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Easterly of the County Road known as Berge Road (County Road No. 3036)

(b) All buildings, structures, improvements, fixtures and articles of property now or hereafter attached to, or used or adapted for use in the operation of, the above-described real property, including but without being limited to, all heating and incinerating apparatus and equipment whatsoever, all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, rugs, carpeting, underpadding and other floor covering material, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, screens, storm sash, awnings, and shrubbery and plants; and including also all interest of any owner of the said premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this paragraph shall be deemed part of the realty and not severable wholly or in part without material injury to the freehold.

To the extent that any of the property described herein may be subject to the provisions of the Uniform Commercial Code, this Deed of Trust is a security agreement, granting to beneficiary, as secured party, a security interest in any such property and the grantor agrees to execute such financing statements as may be required by the beneficiary and pay, upon demand, filing fees for any such financing statements and continuations thereof.

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

FILED FOR RECORD
SKAMIA CO. WASH
BY SKAMANIA CO. TITLE

MAY 25 2 31 PM '94
P. Olson
REGISTER
GARY H. OLSON

Registered	p
Indexed	p
Filed	p
Mailed	

This Deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of One Hundred Thirty Thousand and 00/100 * * * * * Dollars (\$30,000.00) 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.

Acceleration of Debt on Sale or Transfer of Subject Property: If all or any part of the property conveyed by this Deed of Trust, or any interest therein is sold, or contracted to be sold, or transferred by the Grantor, without Beneficiary's prior written consent, Grantee may, at Beneficiary's option declare all sums secured by this Deed of Trust to be immediately due and payable, PROVIDED HOWEVER, that Beneficiary may not exercise said option to declare all sums secured hereby to be immediately due and payable upon any of the following events:

- (1) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the property;
- (2) the creation of a purchase money security interest for household appliances;
- (3) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
- (4) the granting of a leasehold interest of three years or less not containing an option to purchase;
- (5) a transfer to a relative resulting from the death of a Grantor;
- (6) a transfer where the spouse or children of the Grantor become an owner of the property.
- (7) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of a Grantor becomes an owner of the property;
- (8) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property; or
- (9) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board pertaining to due on sale clauses under 12 USC 1701 j-3.

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 restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with the laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property and to furnish annually to the Beneficiary above named a copy of the Yakima County Treasurer's receipt or other reasonable evidence that said taxes and assessments have been paid; 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 costs of title search and attorneys' 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 attorneys' 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 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 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 re-convey 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 sale, including a reasonable Trustee's fee and attorneys' 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 purchasers and encumbrances 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 or 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.

x Cynthia M. Escene (SEAL)
Cynthia M. Escene
x Carl T. Escene (SEAL)
Carl T. Escene

STATE OF WASHINGTON)
SKAMANIA) ss.
COUNTY OF YAKIMA)

On this day personally appeared before me CYNTHIA M. ESCENE AND CARL T. ESCENE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that THEY signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

19 94 GIVEN under my hand and official seal this 25th day of MAY

Michael H. Bradley
Notary Public in and for the State
of Washington, residing at CARSON
My appointment expires 12-14-97
NOTARY PUBLIC
STATE OF WASHINGTON
JAN 14 1997