Filed for Record at Request of
Columbia Title Company

AFTER RECORDING MAIL TO:

(olumbia Title Company

Name GHARLES W. SEWARD/DUSTY MOSS

Address P.O. Box 7.35

City, State, Zip White Salman WA 98472

JUN 6 10 15 611 '94

AUDITOR

GARY M. OLSON

119617

Escrow number: 18757

DEED OF TRUST

BOOK 143 PAGE 595

THIS DEED OF TRUST, made this

(For use in the State of Washington Only)

day of JUNE

1994, between

THIS DEED OF TRUST, made this THIRD KAREN JEAN SCHMIDT, a single person

GRANTOR,

whose address is 1 MONTELLO AVENUE HOOD RIVER, OR 97031 SKAMANIA COUNTY TITLE COMPANY

, TRUSTEE,

whose address is PO BOX 277 STEVENSON, WA 98648

CHARLES W. SEWARD and VICKY L. SEWARD, husband and wife as to an undivided half

interest and DUSTY MOSS, a single person TO THE REMAINDER---, 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:

PLEASE SEE EXHIBIT "A" ATTACHED-

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 TEN THOUSAND AND NO/100

Dollars (\$ 10,000.00)

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.

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.

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- 2. To pay before delinquent all fawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encombrances impairing the security of this Deed of Trust
- It is 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 cent 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 insurence 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 discentinuance 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 puss 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 aitomey'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 hereinahove 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 the person entitled thereto:
- 4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreemed 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 determined to the person entitled therein. 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 aguired 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
- 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.

 This Deed of Trust applies to, inutes to the benefit administrators, executors and assigns. The term Benefic as Beneficiary herein. 	of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, iany shall mean the holder and owner of the note secured hereby, whether or not named
is twictionly network	Varien Jean Schmidt
	KAREN JEAN SCHMIDT
STATE OF WASHINGTON COUNTY OF KLICKITAT	}ss
	tory evidence that KAREN JEAN SCHMIDT
<u>is</u> the personshesigned this instrument and acknowled	who appeared before me, and said person acknowledged that edged it to be her free and voluntary act for the uses and purposes
mentioned in this instrument.	
Dated: (0	
HEIDI BOAD	Veide Bal Heidi Bend
	Notary Public in and for the State of WASHINGTON
ON PUBLIC >	Residing at white Sulmon
A COBLID S	My appointment expires: 10-25-97
PAR OF WASHING	

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	<u> </u>	, 19		-			-
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ESCROW NO: 18757

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EXHIBIT "A"
LOT 13, NORTHWESTERN LAKE DEVELOPMENT SUBDIVISION ACCORDING TO THE RECORD PLAT
THEREOF, RECORDED IN BOOK B OF PLATS, PAGE 73, IN THE COUNTY OF SKAMANIA, STATE
OF WASHINGTON.

SUBJECT TO: THE RIGHTS OF THE PUBLIC IN ROAD AND HIGHWAYS. PRIVATE ROADWAY AGREEMENT RECORDED DECEMBER 17, 1990 IN BOOK 121, PAGE 781, AUDITOR'S FILE NO. 110610, SKAMANIA COUNTY DEED RECORDS. PROTECTIVE COVENANTS RECORDED APRIL 29, 1991 IN BOOK 123, PAGE 58, UNDER AUDITOR'S FILE NO. 111158, SKAMANIA COUNTY DEED RECORDS. EASEMENT AS SHOWN ON THE RECORDED PLAT. CONDITIONS AND RESTRICTIONS RECORDED FEBRUARY 23, 1993, IN BOOK 133, PAGE 590, SKAMANIA COUNTY DEED CONDITIONS RECORDED MARCH 23, 1993 IN BOOK 133, PAGE 954, SKAMANIA COUNTY DEED RECORDS. EASEMENT FOR INGRESS AND EGRESS RECORDED OCTOBER 10, 1991 IN BOOK 125, PAGE 415, SKAMANIA COUNTY DEED RECORDS. SECOND HALF 1994 PROPERTY TAX.