

AFTER RECORDING RETURN TO:

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FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Joseph Udall*

JUN 22 4 38 PM '94

*P. Lowry*  
AUDITOR

GARY M. OLSON

119782 Deed of Trust

BOOK 143 PAGE 996

THIS DEED OF TRUST is made this 20<sup>th</sup> day of June, 1994.

The Grantor is: JOEL F. TROTTER and BERNITA L. TROTTER, husband and wife, whose address is PO Box 881, Carson, Washington 98610; and ROBERT K. BEEBE and CLAUDIA L. BEEBE, husband and wife, whose address is MPO.23 Marty Rd., Stevenson, Washington 98648.

The Trustee is: SKAMANIA COUNTY TITLE COMPANY, whose address is PO Box 277; 43 Russell Street, Stevenson, Washington 98648.

The Beneficiary is: LOWELL ASH, whose address is PO Box 364, Stevenson, Washington 98648.

WITNESSETH: Grantors hereby bargain, sell and convey to Trustee in Trust, with power of sale, that certain real property, together with all improvements thereon, situated in Skamania County, Washington, legally described as follows:

A tract of land in the Southeast quarter of the Northeast quarter of Section 27, Township 3 North, Range 8 East of the Willamette Meridian in the County of Skamania, State of Washington described as follows:

Lot 3 of the ROBERT W. BARNES SHORT PLAT, Home Valley No. 1 according to the recorded Short Plats in Book 2 of Short Plats, Page 152, Skamania County Records.

which real property is not used principally for agriculture or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issue 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 FIFTY THOUSAND and 00/100 Dollars (\$50,000.00), with interest, terms and conditions, in accordance with the terms of an Installment 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 thereof; 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.

DEED OF TRUST - Page 1 of 3

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 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 in 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 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 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 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:
  - (1) to the expense of the sale, including a reasonable Trustee's fee and attorneys fees;
  - (2) to the obligation secured by this Deed of Trust;
  - (3) 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 sale takes place.

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 purchaser and encumbrancer 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, 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.

Joel F. Trotter  
JOEL F. TROTTER, Grantor

Bernita L. Trotter  
BERNITA L. TROTTER, Grantor

Robert K. Beebe  
ROBERT K. BEEBE, Grantor

Claudia L. Beebe  
CLAUDIA L. BEEBE, Grantor

STATE OF WASHINGTON )  
County of Shenniko ) ss

On this day personally appeared before me JOEL F. TROTTER and BERNITA L. TROTTER, to me known to be the individuals 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.

GIVEN under my hand and official seal this 20<sup>th</sup> day of June 1997.

Joseph L. Whitely  
Notary Public for Washington  
Residing at Stevens, WA  
My Commission expires 9-26-97

STATE OF WASHINGTON )  
County of Shenniko ) ss

On this day personally appeared before me ROBERT K. BEEBE and CLAUDIA L. BEEBE, to me known to be the individuals 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.

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