

DEED OF TRUST

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THIS DEED OF TRUST, made this 1st day of September, 1994, between BONNER W. GOODWIN, a married person dealing with his separate estate, individually and as Personal Representative of the Estate of Louise Goodwin, Deceased, MERRY D. EGNOR, a single person, and VELMA GRACE GOODWIN, a single person, tenants in common with equal interests, as Grantor, whose mailing address is MP1.27R, Mabee Mines Road, Washougal, WA 98671; ROGER D. KNAPP, Attorney at Law, Trustee, whose address is 430 N.E. Everett Street, Camas, WA 98607, and ORVAL E. SCOTT and GLADYS B. SCOTT, husband and wife, as Beneficiary, whose mailing address is 124 Cedar Lane, Troutdale, OR 97060.

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 in Skamania County, Washington:

Beginning at the Southeast corner of the North Half of the South Half of the Northeast Quarter of the Southeast Quarter (N $\frac{1}{2}$  S $\frac{1}{2}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 34, Township 2 North, Range 5 East of the Willamette Meridian; thence North 89°29'03" West along the South line of said N $\frac{1}{2}$  of the S $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 34, 741.67 feet to the true point of beginning; thence continuing North 89°29'03" West along said South line 492 feet, more or less, to the centerline of Mabee Mines County Road; thence North and Easterly along said road to a point that bears North 01°11'36" East from the true point of beginning; thence South 01°11'36" West 328 feet, more or less, to the true point of beginning; said tract containing 4.1 acres, more or less.

EXCEPT Easements and rights of way for County Road No. 1112 designated as the Mabee Mines Road.

FURTHER, Grantor hereby grants to Beneficiary a security interest in a 1954 Detroit 10x20 mobile home, Ind. No. 2C10DRHDK11058, together with all improvements thereto.

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 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 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.

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Knapp O'Neill & Lewis

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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 their 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 any 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 their right to require prompt payment when due or 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 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 to: (a) to the expense of the sale; (b) to the obligation secured by this Deed of Trust; (c) 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 his 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 encumbrancers 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 or non-judicially under Article 9 of the Washington Uniform Commercial Code.

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.

9. If the Grantor sells, transfers, assigns, or contracts to transfer title to or possession of all or a part of the real property which is subject to this Deed of Trust, whether by deed, contract of sale, assignment, lease, mortgage, bill of sale, or other similar agreement, and whether voluntarily or by operation of law or otherwise, without the prior written consent of the Beneficiary, then at the option of Beneficiary, the entire principal balance plus accrued interest shall become immediately due and payable without further notice.

10. Successor Trustee: The Beneficiary may from time to time appoint another Trustee or Trustees to execute the trusts hereby created, such appointment to be written and acknowledged and filed in the office of the County Auditor where this Deed of Trust is filed or recorded. Any Trustee or Trustees so appointed shall be vested with all the title and powers and subject to all the trusts conferred hereby.

Louise Goodwin died intestate on September 15, 1989, and Bonner W. Goodwin was appointed Personal Representative of decedent's estate on March 11, 1993, and ever since has been and is now the duly appointed and qualified and acting Personal Representative.

This Deed of Trust is given as security for a loan to the said estate by the Beneficiary and is made pursuant to an Order of solvency entered In The Matter of the Estate of Louise Goodwin, Deceased, being Probate Cause No. 93-4 00007 2 in the Superior Court of Skamania County, Washington on March 11, 1993.

