

120782

DEED OF TRUST

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THIS DEED OF TRUST made this 11TH day of OCTOBER, 1994, between **PAUL J. PEARCE AND CHRISTINA L. PEARCE**, the Grantors, whose address is MPO.43L Highland Road, Washougal, Washington 98671, Jeffrey D. Barrar, Attorney at Law, as Trustee, and **FREDRIC BOYD PEARCE** and **ARLA M. PEARCE** as Trustees for **PEARCE LIVING TRUST**, the Beneficiary.

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

LOT 14, SKAMANIA HIGHLANDS according to the Plats as recorded in Book "A" of the Plats, Page 140, in the County of Skamania, Washington.

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

This Deed is for the purpose of securing performance of each agreement of the Grantors herein contained, and the payment of the sum of TWENTY SEVEN THOUSAND NO/100 (\$27,000.00) with interest, in accordance with the terms of a Promissory Note of even date herewith, payable to Beneficiary on order, and made by Grantors, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by the Beneficiary to Grantors, 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, Grantors covenant and agree:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being build 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.

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 security of this Deed of Trust.

3. To keep all buildings now or hereinafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than 10% more than the total debt secured by this Deed of Trust. All policies should be held by

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Registered	✓
Indexed	✓
Filed	✓

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the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interests may appear, and then to the Grantors. The amount collected under any insurance policy may be applied upon any indebtedness herein 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 Grantor and insurance policies then in force shall pass to the Purchaser at the foreclosure sale.

4. To defend any action or proceeding according to effect of security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including costs 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 Grantors fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary shall 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 the 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 of such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to the Beneficiary to be applied to said obligation.

2. By accepting payment of any sums secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all sums so secured or to declare a 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 Grantors and Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary for the person entitled thereto.

4. Upon default by the Grantors 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 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 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 the Grantor had or had the power to convey at the time of the 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 the 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 encumbrances for value.

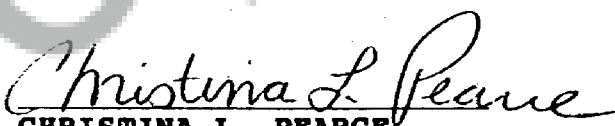
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability or resignation of the 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 the Grantor, Trustee or Beneficiaries 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 and assigns. The term Beneficiary shall mean the holders and owner of the Note secured hereby, whether or not named as Beneficiary herein.

DATED this 11TH day of OCTOBER, 1994.


PAUL J. PEARCE,
Grantor


CHRISTINA L. PEARCE,
Grantor

FILED FOR RECORD
SEATTLE, WASH
BY Christina Pearce

Oct 11 10 53 AM '94

P. Gavry
AUDITOR

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Beneficiary:

GARY H. OLSON

Fredric B. Pearce
PEARCE LIVING TRUST,
FREDRIC BOYD PEARCE, Trustee

Beneficiary:

Arle M. Pearce
PEARCE LIVING TRUST
ARLA M. PEARCE, Trustee

STATE OF WASHINGTON)
:ss
COUNTY OF CLARK)

On this day personally appeared before me, PAUL J. PEARCE and CHRISTINA L. PEARCE, to me known to be the individual described herein, and acknowledged to me that he signed the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

Dated this 11 day of October, 1994.

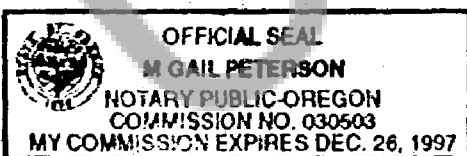
Carol Buck
NOTARY PUBLIC in and for the State
of Washington.
My appointment expires: Sept 30, 1997

STATE OF OREGON)
:ss
COUNTY OF MULTNOMAH)

On this day personally appeared before me, FREDERICK BOYD PEARCE AND ARLA M. PEARCE, Trustees for PEARCE LIVING TRUST, to me known to be the individual described herein, and acknowledged to me that she signed the foregoing instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.

Dated this 11th day of October, 1994.

M. Gail Peterson
NOTARY PUBLIC in and for the State
of Oregon.
My appointment expires: 12/24/97



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