

First American Title Insurance Company

Filed for Record at Request of

Name

Ford Consumer Finance Company

Address

Land/Home Department 10121 SE Sunnyside Road # 265

City and State Clackamas, OR 97015

Scp 19034 121102 THIS SPACE PROVIDED FOR DECORDERS USE FILE FOR MEGORD SKAND TO NYASH BY SKAMANIA CO, TILL

10v 18 3 03 PH '94 (7. Shory

GARY M. OLSON

Deed of Trust

(For Use in the State of Washington Only)

POOK 147 PAGE 142

THIS DEED OF TRUST, made this 18th day of November 19 94 between
RE-SELL UNLIMITED, INC. GRANTOR.
whose address is 11807 NE Sandy Blvd. Portland, OR 97220
and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation
TRUSTEE, whose address is 43 Russell St., Stevenson, WA and
FORD CONSUMER FINANCE COMPANY BENEFICIARY,
whose address is 10121 SE Sunnyside Road Ste. 265, Clackamas, OR 97015
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 tract of land in the East half of the Northeast quarter of the Northeast quarter
of Section 32, township 2 North, Range 6 East of the Willamette Meridian, in the
County of Skamania, State of Washington, described as follows:
Lot 4 of the Repla Of Short Plat in Book 2, Page 190, recorded in Book 3, Page 141
Skamania County Short Plat Records
EXCEPT that portion conveyed to Skamania County Recorded on March 27, 1989, in Book
113. Page 374. Skamania County Deed Records.

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 .F1fty S1x Thousand-S1x-Rundred S1xty-Four and 72/00Dollars (\$56,664.72 ____) 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.
- 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 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 forcelose this Deed of Trust. In the event of forcelosure, 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, fires and expenses inconnection 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.

LPB-22 (Rev. 2/86)

おもい (おおしひ)花

6 Should Grantor (ad to pay when due any taxes, assessments, insurance premiums, hens, encomprances or other charges against the property hereinalose 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 . HERS MUTUALLY AGREED THAT: BOOK 147 PAGE 143 1. In the event my 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 Frostee shall reconvey all of any part of the property covered by this Deed of Frost to the person entitled thereto, on written request of the Grantor and the Berchears, or upon satisfaction of the obligation seconed and written request for reconsequice made by the Beneficiary or the person entitled # Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured bereby shall unmediately become due and payable at the option of the Beneficiary. In such exent 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 hidder. Any person except Trustee may bid at Trustee's side. I rustee 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 purch is craft the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Granton 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 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 forcelosed 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 Granter, Inistee 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 and assigns. The term Beneficiary shall mean the holder and owner of the not secured hereby, whether or not pamed as Beneficiary herein. sell Unlimited, Inc. STATE OF WASHINGTON STATE OF WASHINGTON COUNTY OF SKAM ANT A COUNTY OF day of NOVEMBER 1811 On this personally appeared before me On this before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and swern, personally appeared INGRID A NICHOLS to me known to be the individual(s) described in and who SAN SEION STATE executed the within and foregoing instrument, and ackto me known to be the street spectively of the corporation of the corp nowledged that signed the same as free and voluntary act and deed, for the uses and purposes ED, INC therein mentioned the corporation that securify the fore offigin r, and acknowledged the said instrument to be the free and volu procation, for the uses and purposes GIVEN under my hand and official scal this dayof therein mentioned, a 🖫 🕰 authorized to execute e seal affixed is the corporate seal of said corporation Notary Public in and for the State of Washington, residing at Witness my hand and one with the day and year first above written to SEBIT BACNUM Notary Public in and for the State of Washington, residing at CAMAS 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 indebtedrass 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 eastel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you here with, 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 new held by you thereunder. Dated $_{\rm min} > 19$ Denot less or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made

rst American tle Insurance Company



EED OF TRUST
WITH POWER OF SALE