



# First American Title Insurance Company

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SKAMANIA CO. WASH  
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Dec 14 11 37 AM '94

P. Savory  
AUDITOR  
GARY M. OLSON

Filed for Record at Request of

Name Cameron and Gail Blagg

Address 1500 Laurel Heights Dr. NW

City and State Albany, OR 97321

SK 19113

121251

## Deed of Trust

(For Use in the State of Washington Only)

BOOK 147 PAGE 443

THIS DEED OF TRUST, made this 8th day of December, 19 94, between

Wayne R. Lund and Dorothy Lund, husband and wife, GRANTOR,

whose address is 6226 SE 33rd Place, Portland OR 97201,

and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation

TRUSTEE, whose address is 43 Russell St., Stevenson, WA and

Cameron A. Blagg and Gail Ann Blagg, husband and wife, BENEFICIARY,

whose address is 1500 Laurel Heights Dr. NW, Albany OR 97321,

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following

described real property in Skamania County, Washington:

SEE ATTACHED EXHIBIT "A"

Reviewed ☒  
Indexed, OR ☒  
Indexed ☒  
Filed ☐  
Mailed ☐

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 Ninety Five Thousand and 00/00 Dollars (\$ 95,000.00 ) 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.
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 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:

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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 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 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 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.
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 and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

*Wayne R. Lund*  
Wayne R. Lund  
*Dorothy Lund*  
Dorothy Lund

*Oregon*  
STATE OF WASHINGTON } ss.  
COUNTY OF *Multnomah*

On this day personally appeared before me  
*Wayne R. Lund*  
*Dorothy Lund*  
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this *5th* day of *December*, 19 *94*  
Notary Public in and for the State of Washington, residing at

*Erika Harris*  
OFFICIAL SEAL  
ERIKA HARRIS  
NOTARY PUBLIC-OREGON  
COMMISSION NO. A009187  
MY COMMISSION EXPIRES AUG. 28, 1995

*Oregon*  
STATE OF WASHINGTON } ss.  
COUNTY OF

On this day of , 19 ,  
before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared  
and  
to me known to be the President and Secretary,  
respectively of  
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that  
authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.  
Notary Public in and for the State of Washington, residing at  
*Oregon*

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 , 19

Do not lose 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.

First American  
Title Insurance  
Company  
TRUSTEE



DEED OF TRUST  
WITH POWER OF SALE

EXHIBIT "A"

BOOK 147 PAGE 445

Parcel I

Beginning at a point in the center of the Skamania Mines Road which is 5,331.41 feet South 75° 48' 28" East of the Northwest corner of Section 29, Township 3 North, Range 5 East of the Willamette Base and Meridian, Skamania County, Washington; thence along the center of said road South 01° 14' 35" East 25 feet; South 59° 45' 45" West 182.21 feet, South 26° 31' 05" West 400.89 feet, South 47° 41' 05" West 197.07 feet and South 05° 17' 14" East 25.09 feet; thence North 89° 44' 40" West 1,842.74 feet; thence North 00° 15' 20" East 633.22 feet; thence South 89° 44' 40" East 2,316.98 feet to the Point of Beginning.

Parcel II

That portion of Section 29, Township 3 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the East quarter Section corner of Section 29; thence South 01° 35' 02" West along the East line of said Section 29 a distance of 164.42 feet; thence West 986.71 feet to the center of the Skamania Mines Road; thence along the center line of said road North 59° 39' 40" East 93.72 feet; thence along said center line North 47° 22' 26" East 322.72 feet; thence North 58° 05' 46" East 203.80 feet; thence on a 60 foot radius curve to the left 119.78 feet, the long chord of which bears North 00° 54' 16" East 100.86 feet; thence North 56° 17' 14" West 144.14 feet; thence North 05° 17' 14" West 301.16 feet; thence North 47° 41' 05" East 194.07 feet; thence continue along said center line North 26° 31' 05" East 400.89 feet; thence continue North 59° 45' 45" East 182.21 feet; thence North 01° 14' 35" West 111.77 feet; thence North 52° 19' 25" East 267.19 feet to the East line of said Section 29; thence South 01° 35' 35" West 1,546.75 feet to the Point of Beginning.

Parcel III

A tract of land located in the Northeast quarter of Section 29, Township 3 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at a point in the center of a traveled road, which point is 5,331.41 feet South 76° 03' 48" East of the Northwest corner of said Section 29, also being the Northeast corner of Cameron A. Blagg, Jr. and Merna J. Blagg, husband and wife, tract recorded on Book 69 at Page 423, being the True Point of Beginning; thence in a Southwesterly direction along the North line of said Blagg tract a distance of 1,651 feet; thence North a distance of 40 feet; thence Northeasterly parallel with the North line of said Blagg tract a distance of 1,651 feet to the center of said traveled road; thence following center line of said road Southerly 40 feet to the Point of Beginning.

EXCEPT any portion of said premises that may be within the right of way of road designated as Road No. 30