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FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

BOOK 147 PAGE 816

JAN 6 12 53 PM '95

P. Savary
AUDITOR
GARY H. OLSON

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5CTE 19155

Filed for Record at Request of:

JUNE DELANEY

BOX 287

WISHRAM WA 98673

DEED OF TRUST

THIS DEED OF TRUST, made this 4th day of January, 1995, between STANLEY GUY ECCLES and JANET ECCLES, husband and wife, whose address is BOX 51, UNDERWOOD, WASHINGTON, 98651, and JAMES H. LAFOLLETTE and JUNE LAFOLLETTE, husband and wife, whose address is POB 651, BINGEN, WASHINGTON 98605, as tenants in common, as GRANTOR; FIRST AMERICAN TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is 1000 Second Avenue, Seattle, Washington; and JUNE DELANEY, the surviving spouse of James M. Delaney, BENEFICIARY, whose address is BOX 287, WISHRAM, WASHINGTON 98673.

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

Lots 1 and 2 Block 9 and Lot 2 Block 10 of the MANZANOLA ORCHARDS & LAND COMPANY, according to the recorded plat in Book a of Plats, Page 37, in the County of Skamania and State of Washington.

SUBJECT TO easements and restrictions of record.

Given for security purposes only.

ROBERT D.
WEISFIELD
Attorney-at-Law

WSBA # 3536
P.O. Box 421
(218 E. Steuben)
Bingen, WA 98605
(509) 493-2772

DEED OF TRUST
PAGE 1 OF 4

Registered	<input checked="" type="checkbox"/>
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Indirect	<input checked="" type="checkbox"/>
Filed	<input type="checkbox"/>
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1 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 any wise
appertaining, and the rents, issues and profits thereof.

2 This deed is for the purpose of securing performance of each agreement of grantor herein
3 contained, and payment of the sum of One Hundred Eighty-One Thousand Thirty Dollars
4 (\$181,030.00) 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.

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7 To protect the security of this Deed of Trust, Grantor covenants and agrees:

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9 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
10 with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the
property. Grantor may cut merchantable timber without being considered waste.

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12 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.

13
14 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
15 Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear,
and then to the Grantor. The account collected under any insurance policy may be applied upon
16 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
17 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.

18
19 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
20 brought by Beneficiary to foreclose this Deed of Trust.

21
22 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.

23
24 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.

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DEED OF TRUST
PAGE 2 OF 4

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 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 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 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

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PAGE 3 OF 4

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

9. Grantor is specifically allowed to harvest merchantable timber without further notification or consent of Beneficiary.

Stanley Guy Eccles
STANLEY GUY ECCLES

Janet Eccles
JANET ECCLES

STATE OF WASHINGTON)
COUNTY OF KLUCKITAT) ss.

On this day personally appeared before me STANLEY GUY ECCLES and JANET ECCLES 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 4th day of January, 1995.

Notary Public
Notary Public in and for the State of
Washington, residing at White Salmon,
Commission expires: 4/11/98

Jim LaFollette
JIM LAFOLLETTE
by: Stanley Guy Eccles, Attorney in Fact

June LaFollette
JUNE LAFOLLETTE
by: Stanley Guy Eccles, Attorney in Fact

STATE OF WASHINGTON)
COUNTY OF KLUCKITAT) ss.

On this 4th day of January, 1995, before me personally appeared STANLEY GUY ECCLES to me known to be the individual described in and who executed the foregoing instrument as Attorney in Fact for JAMES H. LAFOLLETTE and JUNE LAFOLLETTE, and acknowledged that he signed the same as his free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

GIVEN under my hand and official seal the day and year last above written

Notary Public
Notary Public in and for the State of
Washington, residing at White Salmon,
Commission expires: 4/11/98

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PAGE 4 OF 4