



First American Title Insurance Company

Filed for Record at Request of

Name Jeanne C. Lillya

Address 8812 Bluff Lane

City and State Fair Oaks, CA 95628

THIS SPACE PROVIDED FOR RECORDERS USE

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

JAN 23 11 16 AM '95

P. Johnson
AUDITOR
GARY M. OLSON

BOOK 147 PAGE 984

SC72 19103

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Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 13th day of January, 19 95, between
Martin J. Fleischman and Paula R. Fleischman, husband and wife, GRANTOR,
whose address is 08L Stewart Road, Stevenson, WA 98648,
and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation
TRUSTEE, whose address is 47 Russell St., Stevenson, WA, and
Jeanne C. Lillya, Revocable Trust, dated September 6, 1984, BENEFICIARY,
whose address is 8812 Bluff Lane, Fair Oaks, CA 95628,
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"

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 Sixty Thousand and 00/00 Dollars (\$60,000.00) 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 obligations hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

Accepted
Indirect
Filed
Mailed

EXHIBIT "A"

Lot 9, 10 and 13 of MAPLE HILL TRACTS NO. 1, according to the official plat thereof on file and of record at Page 124 of Book A of Plats, Records of Skamania County, Washington;

EXCEPT that portion of Lots 10 and 13 aforesaid described as follows:

Beginning at the Northwestern corner of the said Lot 10; thence South 76° 21' East 40 feet; thence South 13° 39' West to intersection with the Westerly line of the said Lot 13; thence following said Westerly line 13° 25' West to the Northwestern corner of said Lot 13; thence North 13° 39' East 108.22 feet following the Westerly line of said Lot 10 to the Point of Beginning.

SUBJECT TO:

1. Declaration of Protective Covenants and Restrictions, including the terms and provisions thereof, recorded September 14, 1966, in Book 56, Page 255.
2. Right of Way Easement for Utilities, including the terms and provisions thereof, in favor of Public Utility District No. 1 for Skamania County, recorded March 11, 1971, in Book 62, Page 690, Skamania County Deed Records.