

Filed for Record at Request of

Name	Jeanne C. Lillya
Address	8812 Bluff Lane
City and State	Fair Oaks, CA 95628

Sct 19103

THIS SPACE PROVIDED FOR RECORDERS USE

FILED FOR RECORD SKAMANIA CO. TITLE BY 6KAMANIA CO. TITLE

Jan 23 11 16 AM '95
P. Johnson
AUDITOR
GARY M. OLSON

BOOK 147 PAGE 984

Deed of Trust

121508

(For Use in the State of Washington Only)

THIS DEED OF TRUST,	made this 13th	day of		, 19_95, between
Martin J. Fleisch	man and Paula R.	Fleischman, husband	d_and_wife_	, GRANTOR,
whose address isOSL_S	Stewart Road, Stev	enson, WA 98648		
and FIRST AMERICAN	TITLE INSURANCE C	OMPANY, a California c	orporation	<u> </u>
TRUSTEE, whose addres	ssis 47 Russell St.	, Stevenson, Wand		
Jeanne C. Lillya,	Revocable Trust,	dated September 6,	1984	, BENEFICIARY,
whose address is 8812 1	Bluff Lane, Fair O	aks, CA 95628		
WITNESSETH: Grantor l	hereby bargains, sells an	d conveys to Trustee in T	rust, with powe	er of sale, the following
described real property in	Skamania		A STATE OF THE PARTY OF THE PAR	County, Washington:
•	SEE ATTACHED EXHIB	IT "A"	46	m der

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 assessment supon 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 Beneficially to foreclose this Deed of Trust.
- 5. To pay all costs, fees and expenses in connection with this fleed of Trust, including the expenses of the Trustee incurred in enforcing the oblighted Aphiliberty and Trustee's and attorney's fees actually incurred, as provided by statute.

LPB-22 (Rev. 2/86)

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6. Should Grantor fail to pay when due any taxes, excessments, 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: 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 allor 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 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; Heneficiary may cause this Deed of Trust to be foreclosed as a morigage, 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 Dead 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 of the parties hereto, but their heirs devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner the note secured herets, whether or not named as Beneficiary herein. Paula R. STATE OF WASHINGTON STATE OF WASHINGTON SKAMANIA COUNTY OF COUNTY OF. day personally appeared On this day of PLEIS(HMAN before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared... ISH MAN (s) described in and who executed the instrument, strument, and ack and nowledged th to me known to be the President and Secretary, free and vol therein mer 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 I . BARNUM authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation. Notary Public ashington, residing at Witness my hand and official seal hereto affixed the day and year first above written. CAMA Notary Public in and for the State of Washington, residing at 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 indebted ness 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. 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.

irst American itle Insurance Company



EED OF TRUST
WITH POWER OF SALE

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 Northwesterly 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 Northwesterly 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.