

MAIL TO:

Duane Lansverk
P.O. Box 1086
Vancouver, WA 98666

BOOK 149 PAGE 946

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Gerald Siebert*

MAY 17 9 36 AM '95

P. Johnson
AUDITOR
GARY M. OLSON

122333

THIRD DEED OF TRUST

1. Effective Date. May 15, 1995.
2. Grantor. BRUCE MERRILL, a single man, hereinafter referred to as Grantor
MP 1.5L Tucker Road
Skamania, WA 98648
3. Trustee. JACKSON H. WELCH
P.O. Box 1086
Vancouver, WA 98662
4. Beneficiary. GERALD SIEBERT, hereinafter referred to as Beneficiary
20820 NE 169th Street
Brush Prairie, WA 98606
5. Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

LOT 1, of KETCHMARK SHORT PLAT, recorded under Auditor's File No. 84964, records of Skamania County, Washington, in Book 2 of Short Plats, page 16.

SUBJECT TO: covenants, conditions, restrictions and easements of record, if any.

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or appertaining thereto, and the rents, issues and profits thereof.

6. This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of:

One Thousand Five Hundred and No/100 Dollars (\$1,500.00) 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.

Reviewed ☒
Indexed, Or ☒
Indirect ☒
Filed ☒
Noted ☒

LAW OFFICES OF
Lundquist, Blumstein,
Lundquist & Whitlock, P.A.
Broadway at Georgetown, Suite 200
P.O. Box 1066
Vancouver, Washington 98666
(206) 586-2012

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Grantor covenants and agrees:

7. 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.

8. 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.

9. 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.

10. 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.

11. 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:

12. 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 thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

13. If all or any part of the property or any interest in the property is sold or transferred without the prior, written consent of the beneficiary, the beneficiary may, at their option, require immediate payment in full of all sums secured by this trust deed. If the beneficiary exercises this option, the beneficiary must give grantor notice of acceleration. The notice must provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which the grantor must pay all the sums secured by this trust deed. If the grantor fails to pay such sums prior to the expiration of that period, the beneficiary may invoke

any remedies permitted by this trust deed without further notice or demand on the grantor.

14. 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.

15. 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.

16. 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 (as amended), 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 fees; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place.

17. 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 purchasers and encumbrancers for value.

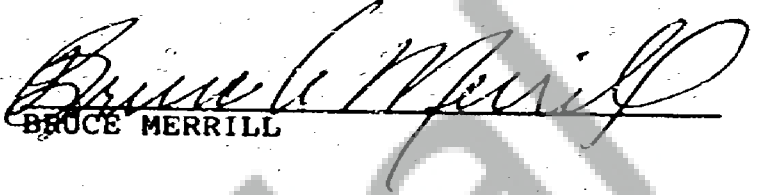
18. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

19. 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.

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


21. In the event Grantor sells the property described in this Deed of Trust prior to paying the full balance due on the promissory note, any sums still due under the promissory note shall be paid immediately upon such sale.


BRUCE MERRILL

STATE OF WASHINGTON)
County of Clark) ss.

I certify that I know or have satisfactory evidence that BRUCE MERRILL, a single man, signed this instrument, and acknowledged it to be his free and voluntary act, for the uses and purposes mentioned in the instrument.

DATED: May 15, 1995.


Notary Public in and for the State
of Washington, residing at Clark
County.
My appointment expires: 1-22-97

RECORDER'S NOTE: NOTARY
SEAL NOT ATTACHED AT
TIME OF RECORDING

LAW OFFICES OF
Landon, Landon, Landon,
Landon & Landon, P.A.
Broadway at Broadway, Suite 200
P.O. Box 1000
Vancouver, Washington 98660
(206) 696-3312

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:

Mail reconveyance to:

