

122449

0202200037

DEED OF TRUST

BOOK 150 PAGE 283

PARTIES: This Deed of Trust is made on May 25, 1995, among the Grantor, DAVID J STEVENSON, A SINGLE PERSON, AND SHARON L. GROSSE, A SINGLE PERSON ("Borrower"), RIVERVIEW SERVICES, INC. ("Trustee"), and the Beneficiary, RIVERVIEW SAVINGS BANK, FSB a corporation organized and existing under the laws of THE U.S.A., whose address is 700 NE FOURTH AVE. PO BOX 1068 CAMAS, WA 98607 ("Lender").

CONVEYANCE: For value received, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: MP 0.55 RYAN ALLEN RD, STEVENSON, Washington 98648

LEGAL DESCRIPTION:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

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

May 31 11 47 AM '95

P. Johnson
AUDITOR
GARY M. OLSON

located in SKAMANIA

County, Washington.

TITLE: Borrower covenants and warrants title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

SECURED DEBT: This deed of trust secures to Lender repayment of the secured debt and the performance of the covenants and agreements contained in this deed of trust and in any other document incorporated herein. Secured debt, as used in this deed of trust, includes any amounts Borrower owes to Lender under this deed of trust or under any instrument secured by this deed of trust and all modifications, extensions, and renewals thereof.

The secured debt is evidenced by (List all instruments and agreements secured by this deed of trust and the dates thereof.):

☒ DEED OF TRUST

☒ Future Advances: The above debt is secured even though all or part of it may not yet be advanced. Future advances are contemplated and will be secured to the same extent as if made on the date this deed of trust is executed.

☒ Revolving credit loan agreement dated May 25, 1995, with initial annual interest rate of 8.250 %. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured to the same extent as if made on the date this deed of trust is executed.

The above obligation is due and payable on JUNE 1, 2010 if not paid earlier.

The total unpaid balance secured by this deed of trust at any one time shall not exceed a maximum principal amount of EIGHTEEN THOUSAND FOUR HUNDRED FIFTY AND NO/100 * * * * * Dollars (\$ 18,450.00), plus interest, plus any amounts disbursed under the terms of this deed of trust to protect the security of this deed of trust or to perform any of the covenants contained in this deed of trust, with interest on such disbursements.

☒ Variable Rate: The interest rate on the obligation secured by this deed of trust may vary according to the terms of that obligation.

☐ A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this deed of trust and made a part hereof.

RIDERS: ☐ Commercial ☐

SIGNATURES: By signing below, Borrower agrees to the terms and covenants contained in this deed of trust, including those on page 2, and in any riders described above signed by Borrower. Borrower also acknowledges receipt of a copy of this deed of trust on today's date.

X DAVID J STEVENSON

X SHARON L GROSSE

ACKNOWLEDGMENT: STATE OF WASHINGTON, SKAMANIA

County ss:

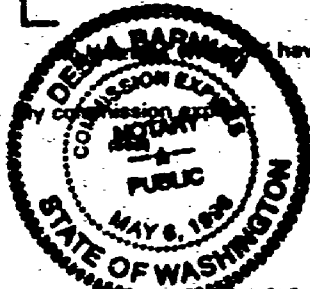
On this 25th day of MAY, 1995, before me personally appeared DAVID J STEVENSON AND SHARON L. GROSSE, BOTH SINGLE PERSONS.

Individual Acknowledgment

individual(s) described in and who executed the within and foregoing instrument, and acknowledged that THEY signed the same as THEY THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

Corporate Acknowledgment

of the corporation that executed the within and foregoing instrument, and acknowledged 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 was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.



have hereunto set my hand and affixed my official seal the day and year first above written.

Deb J. Barnum DEB J. BARNUM
Notary Public in and for the State of Washington, residing at CAMAS

WASHINGTON

Page 1 of 21

1. **Payments.** Borrower agrees to make all payments on the secured debt when due. Unless Borrower and Lender agree otherwise, any payments Lender receives from Borrower or for Borrower's benefit will be applied first to any amounts Borrower owes on the secured debt exclusive of interest or principal, second to interest, and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any scheduled payment until the secured debt is paid in full.
2. **Claims Against Title.** Borrower will pay all taxes, assessments, and other charges attributable to the property when due and will defend title to the property against any claims which would impair the lien of this deed of trust. Lender may require Borrower to assign any rights, claims or defenses which Borrower may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance.** Borrower will keep the property insured under terms acceptable to Lender at Borrower's expense and for Lender's benefit. All insurance policies shall include a standard mortgage clause in favor of Lender. Lender will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within Lender's discretion, to either the restoration or repair of the damaged property or to the secured debt. If Lender requires mortgage insurance, Borrower agrees to maintain such insurance for as long as Lender requires.
4. **Property.** Borrower will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses.** Borrower agrees to pay all Lender's expenses, including reasonable attorneys' fees, if Borrower breaks any covenants in this deed of trust or in any obligation secured by this deed of trust. Borrower will pay these amounts to Lender as provided in Covenant 9 of this deed of trust.
6. **Prior Security Interests.** Unless Borrower first obtains Lender's written consent, Borrower will not make or permit any changes to any prior security interests. Borrower will perform all of Borrower's obligations under any prior mortgage, deed of trust or other security agreement, including Borrower's covenants to make payments when due.
7. **Assignment of Rents and Profits.** Borrower assigns to Lender the rents and profits of the property. Unless Borrower and Lender have agreed otherwise in writing, Borrower may collect and retain the rents as long as Borrower is not in default. If Borrower defaults, Lender, Lender's agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents Lender collects shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
8. **Leaseholds; Condominiums; Planned Unit Developments.** Borrower agrees to comply with the provisions of any lease if this deed of trust is on a leasehold. If this deed of trust is on a unit in a condominium or a planned unit development, Borrower will perform all of Borrower's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
9. **Authority of Lender to Perform for Borrower.** If Borrower fails to perform any of Borrower's duties under this deed of trust, Lender may perform the duties or cause them to be performed. Lender may sign Borrower's name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the property. This may include completing the construction.
Lender's failure to perform will not preclude Lender from exercising any of its other rights under the law or this deed of trust.
Any amounts paid by Lender to protect Lender's security interest will be secured by this deed of trust. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.
10. **Default and Acceleration.** If Borrower fails to make any payment when due or breaks any covenants under this deed of trust or any obligation secured by this deed of trust, Lender may accelerate the maturity of the secured debt and demand immediate payment and may invoke the power of sale and any other remedies permitted by applicable law.
11. **Power of Sale.** If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the property to be sold. Trustee and Lender shall give such notices to Borrower and to other persons as applicable law may require. In addition, Trustee shall record a notice of sale in the county in which the property is located and shall publish notice of sale in accordance with applicable law. Trustee shall then sell the property (in gross or in parcels) at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale. Lender or Lender's designee may purchase the property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the property without any covenant or warranty, expressed or implied. Trustee shall apply the proceeds of the sale in the following order: (1) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (2) to all sums secured by this deed of trust; and (3) the excess, if any, to the clerk of the superior court of the county in which the sale took place.
12. **Inspection.** Lender may enter the property to inspect it if Lender gives Borrower notice beforehand. The notice must state the reasonable cause for Lender's inspection.
13. **Condemnation.** Borrower assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
14. **Waiver.** By exercising any remedy available to Lender, Lender does not give up any rights to later use any other remedy. By not exercising any remedy upon Borrower's default, Lender does not waive any right to later consider the event a default if it happens again.
15. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** All duties under this deed of trust are joint and several. Any Borrower who co-signs this deed of trust but does not co-sign the underlying debt instrument(s) does so only to grant and convey that Borrower's interest in the property to the Trustee under the terms of this deed of trust. In addition, such a Borrower agrees that the Lender and any other Borrower under this deed of trust may extend, modify or make any other changes in the terms of this deed of trust or the secured debt without that Borrower's consent and without releasing that Borrower from the terms of this deed of trust.
The duties and benefits of this deed of trust shall bind and benefit the successors and assigns of Lender and Borrower.
16. **Notice.** Unless otherwise required by law, any notice to Borrower shall be given by delivering it or by mailing it addressed to Borrower at the property address or any other address that Borrower has given to Lender. Borrower will mail any notice to Lender at Lender's address on page 1 of this deed of trust, or to any other address which Lender has designated.
Any notice shall be deemed to have been given to Borrower or Lender when given in the manner stated above.
17. **Transfer of the Property or a Beneficial Interest in the Borrower.** If all or any part of the property or any interest in it is sold or transferred without Lender's prior written consent, Lender may demand immediate payment of the secured debt. Lender may also demand immediate payment if the Borrower is not a natural person and a beneficial interest in the Borrower is sold or transferred. However, Lender may not demand payment in the above situations if it is prohibited by federal law as of the date of this deed of trust.
18. **Release.** When Borrower has paid the secured debt in full and all underlying agreements have been terminated, Lender shall request Trustee to reconvey the property. Borrower agrees to pay all costs to record such reconveyance.
19. **Substitute Trustee.** Trustee shall resign at the request of Lender and may resign at its own election. Upon the resignation, incapacity, disability or death of Trustee, Lender shall appoint a successor trustee by an instrument recorded in the county in which this deed of trust is recorded. The successor trustee shall thereupon be vested with all powers of the original Trustee.
20. **Use of Property.** The property subject to this deed of trust is not used principally for agricultural or farming purposes.

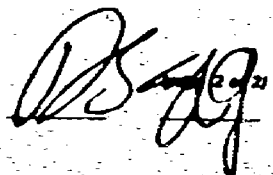


EXHIBIT "A"

Parcel I

Range

A Tract of land located in the Felix G. Iman D.L.C. in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at the most Westerly corner of that parcel conveyed to Cody Loveless by deed Recorded in Book 70, Page 257, Skamania County Deed Records, which point is 1,182.53 feet South 17°31'24" East of the North Quarter Section corner of said Section 2; thence South 64°30' East 136.34 feet to the most Southerly corner of said parcel; thence South 12°11'21" West 194.93 feet; thence North 72° 56' West 207.62 feet; thence North 12°11'21" East 226.21 feet; thence South 64°30' East 76.23 feet to the True Point of Beginning.

Parcel II

A Tract of land located in the Felix G. Iman D.L.C. in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at the Northwest Corner of the Daniel Baughman D.L.C.; thence North 358.25 feet; thence North 61°09' West 430.30 feet; thence North 50° West 76.80 feet; thence South 50° West 30 feet; thence North 50° West 132 feet to the initial point of the tract hereby described; thence South 50° West 460.38 feet; thence South 73°55' East 72.19 feet; thence North 40° East 431.11 feet; thence North 50° West 66 feet to the Initial Point.

Parcel III

A Parcel of land located in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Beginning a 5/8 inch iron rod at the most Southerly corner of that parcel conveyed to Cody Loveless by deed recorded in Book 70, Page 257, Skamania County Deed Records, which point is South 0°23'31" East, a distance of 528.86 feet; thence South 23°;41'27" East, a distance of 50 feet; thence South 40° 00'00" East, a distance of 183.43 feet; thence North 54°02'10" East, a distance of 50 feet; thence South 50°00'00" East, a distance of 350 feet; thence South 40°00'00" West, a distance of 294.52 feet; thence South 64°30'00" East, a distance of 136.35 feet of the North Quarter Section corner of Section 2, Township 2 North, Range 7 East of the Willamette Base and Meridian, Skamania County, Washington; thence North 38°59'46" East along the Southeasterly line of said Loveless Parcel 32.67 feet; thence South 77°44'50" West 51.66 feet to a point on the South line of said Loveless parcel which is 32.67 feet point on the South line of said Loveless parcel which is 32.67 feet North 64.30 West of the Point of Beginning; thence South 64°30'00" East 32.67 feet to the Point of Beginning.

PARCELS
PAGE TWO

Parcel IV

A parcel of land located in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania and State of Washington. Beginning as a 1/4 inch rod at the most southerly corner of that parcel conveyed to Cody Loveless by deed recorded in Book 70, Page 257, Skamania County Deed Records, which point is South 0°23'31" East, a distance of 2 528.65 feet; thence South 23°41'27" East, a distance of 50 feet; thence South 50°00'00" East, a distance of 183.43 feet; thence North 54°02'10" East, a distance of 50 feet; thence South 50°00'00" East, a distance of 350 feet; thence South 40°00'00" West a distance of 294.52 feet; thence South 64°30'00" East, a distance of 136.35 feet from the North Quarter Section corner of Section 2, Township 2 North, Range 7 East of the Willamette Base and Meridian, Skamania County, Washington; thence North 39°59'45" East along the Southeastery line of said Loveless parcel 134 feet, more or less, to the center of an old railroad grade; thence Southwesterly along the course of said railroad grade to a point on the Southwesterly line of said Loveless parcel, which point is 61 feet, more or less, Northwestery from said Southeast corner; thence Southeastery along the South line of the Loveless parcel to the point of beginning. Except that parcel conveyed to Moore in Book 109, Page 308.