

AFTER RECORDING RETURN TO
L. EUGENE HANSON
Attorney at Law
P. O. Box 417
White Salmon, WA 98672

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DEED OF TRUST

BOOK 150 PAGE 649

THIS DEED OF TRUST, made this 19th day of June, 1995, between THOMAS H. KASER and BARBARA P. KASER, husband and wife, Grantor, whose address is 1111 A-Akipohe ST., Kailua, HI 96734, SKAMANIA COUNTY TITLE COMPANY, Trustee, whose address is 43 Russell ST., Stevenson, Washington 98648, and LADD G. HENDERSON and JEANNETTE S. HENDERSON, husband and wife, 1434 Kristan CT., Stayton, OR 97383, Beneficiary.

WITNESSETH: Grantors hereby bargain, sell and convey to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

All of that portion of Lot 4, Block 10, MANZANOLA ORCHARD TRACTS, (also being described as the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 10, Township 3 North, Range 9 East), which lies Northeasterly of the Right of Way Line of Little Rock Road (County Road No. 32240), in the County of Skamania, State of Washington.

SUBJECT TO rights of the Public in Roads and Highways.

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, issue 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 FIFTEEN THOUSAND TWO HUNDRED THREE and 61/100 Dollars (\$15,203.61), in accordance with the terms of a Monthly Installment Note of even date, the terms and conditions of which are incorporated fully herein, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof.

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

1. To accept the property in its present physical condition and acknowledges that neither Beneficiary nor their agents have made any representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein and in the Real Estate Purchase and Sale Agreement accepted on or about April 15, 1995.
2. To keep the property in good condition and repair; to permit no waste thereof and, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
3. To pay before delinquent all lawful taxes and assessments upon the property accrued after the date hereof; and, to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of 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. 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:

1. In the event any portion of the property is taken in an eminent domain proceeding, the portion of such award as may be necessary to fully satisfy the

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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 written notice of 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 on 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.

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

9. The parties hereto agree to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, powers of attorney and assurances as may be necessary or convenient to consummate the transaction contemplated hereby.

10. No provision of this Deed of Trust may be changed, modified, amended or terminated except by a written instrument signed by all parties hereto.

Thomas H. Kaser

THOMAS H. KASER

Barbara P. Kaser

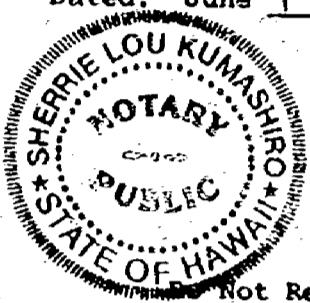
BARBARA P. KASER

STATE OF HAWAII)
County of Honolulu, ^{SS}

BOOK 150 PAGE 651

I certify that I know or have satisfactory evidence that THOMAS H. KASER and BARBARA P. KASER are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 19, 1995



Notary Public in and for
the State of Hawaii

My Commission Expires: 2-27-99

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 _____, 19

Mail reconveyance to

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

Jan 22 10 40 AM '95
G. Lavery
AUDITOR
GARY M. OLSON

KASER - HENDERSON
Deed of Trust
Page 3.