



First American Title Insurance Company

Filed for Record at Request of

Name William and Barbara Vandervalk

Address 362 Skamania Landing Road

City and State Skamania, WA 98648

FILED FOR RECORD
THIS SPACE PROVIDED FOR RECORDER'S USE

SKAMANIA CO. WASH

BY SKAMANIA CO. TITLE

SEP 6 11 17 AM '95

P. Johnson
AUDITOR
GARY M. OLSON

SCR 19631

123239

Deed of Trust

(For Use in the State of Washington Only)

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THIS DEED OF TRUST, made this 6 day of Sept, 19 95, between

David H. Peyton, a married man as his separate estate and Richard H. Bassett, a single person, GRANTOR,
whose address is PO Box 2, N. Bonneville, WA 98639

and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation

TRUSTEE, whose address is 43 Russell St. Stevenson, WA and

The Vandervalk Family Trust, William John Vandervalk & Barbara Ann Vandervalk, Trustees, BENEFICIARY,

whose address is 362 Skamania Landing Road, Skamania WA 98648

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"

SEARCHED ☒
INDEXED ☒
DIRECT ☒
FILMED ☒
MAILED ☒

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 Eighty Two Thousand Eight Hundred Eighty Eight & 25/100 Dollars (\$82,888.25) 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 obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. 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:

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

David H. Peyton
David H. Peyton

Richard H. Bassett
Richard H. Bassett

STATE OF WASHINGTON

COUNTY OF SKAMANIA

On this day of before me
DAVID H. PEYTON and RICHARD H. BASSETT
BASSETT
to me known to be the individual(s) described in and who
executed the within and foregoing instrument, and acknowledged that they signed the same as THEIR
free and voluntary act and deed for the uses and purposes
therein mentioned.

GIVEN under my hand and official seal this 6th
day of SEPTEMBER, 1995
Debi J. Baltham DEBI J. BALTHAM
Notary Public in and for the State of Washington, residing at
CAMAS

STATE OF WASHINGTON

COUNTY OF

On this day of 19
before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

and
to me known to be the President and Secretary,
respectively of
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
authorized to execute the said instrument and that the seal affixed is the corporate seal of
said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

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 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

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.

First American
Title Insurance
Company
TRUSTEE



DEED OF TRUST
WITH POWER OF SALE

EXHIBIT "A"

PARCEL I

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Beginning at a point which is 534.0 feet South and 787.4 feet East of the Northwest Corner of the Northwest Quarter of the Northeast Quarter of Section 35, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington; thence South 01° 02' West a distance of 285.6 feet to the Northerly Right-of-Way Line of the S. P. & S. Railroad; thence South 72° 30' West along said right-of-way line a distance of 136.63 feet to the true point of beginning of the property herein described; thence continuing South 72° 30' West along said right-of-way line a distance of 360 feet, more or less, to a point which is 350 feet along said right-of-way line Northeasterly from its intersection with the North and South centerline of Section 35; thence Northwesterly a distance of 100 feet, more or less, to a point on the Southerly right-of-way line of said Evergreen Highway; said point being 300 feet along said right-of-way line Northeasterly from its intersection with the North and South centerline of Section 35; thence Northeasterly along said Evergreen Highway right-of-way line a distance of 350 feet, more or less, to a point which is North 38° 44' West a distance of 255.0 feet from the true point of beginning; thence South 38° 44' East a distance of 255.0 feet to the true point of beginning.

SUBJECT to Sign Easement granted to William T. Murphree and wife.

SUBJECT to Water Pipeline Easement granted to Herman Doetch.

SUBJECT to Easement and Water Rights of record.

PARCEL II

A tract of land in the Northwest Quarter of the northeast Quarter of Section 35, Township 2 North, Range 6 East of the Willamette Meridian, particularly described as follows:

Beginning at a point which is from the Quarter Corner common to Section 26 and 35, South 534 feet and East 787.4 feet; thence South 01° 02' West 324 feet to the Northerly Right-of-Way Line of the S. P. & S. Railway Company; thence South 72° 12' West along said right-of-way line 136.63 feet to the initial point of the tract herein described; thence North 38° 36' West 228.57 feet to the Southerly Right-of-Way Line of the State Highway; thence Northeasterly along said right-of-way line to a point on said line which is 35.49 feet distant from the last described line when measured at right angles thereto and which point is marked with an iron pipe; thence South 38° 36' East on a line passing through a surveyor's iron pipe 255 feet, more or less, to a point on the Northerly Right-of-Way Line of the S. P. & S. Railway Company, which point is marked with an iron pipe; thence South 73° 12' West along said right-of-way line 38.22 feet to the initial point.

TOGETHER with Mobile Home VIN#165957D8160

SUBJECT TO:

1. Easement for Private Roadway Agreement, as shown on the recorded short plat, recorded in Book 3 of Short Plats, Page 109.
2. Reservations of Oil and Gas, if produced, given to Ben F. Poe and Evelyn Poe, husband and wife, including the terms and provisions thereof, recorded March 23, 1950 in Book 33, Page 12, Auditor's File No. 40522, Skamania County Records.
3. Reservations for Oil and Gas, if produced, given to 1/12% to Joseph V. Crum and A. Charlotte Crum, including the terms and provisions thereof, recorded March 23, 1950 in Book 33, Page 13, Auditor's File No. 40523, Skamania County Records.
4. Easement for Telephone Lines, including the terms and provisions thereof, recorded in Book 61, Page 286, Skamania County Records.
5. Easement for Telephone Lines, including the terms and provisions thereof, recorded September 13, 1977 in Book 73, Page 463, Skamania County Records.
6. Conditions, including the terms and provisions thereof, recorded July 6, 1995 in Book 150, Page 918.