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FILED FOR RECORD
SKAMANIA CO. WASH
BY Baumgartner & Henderson

MAY 20 9 06 AM '96

G. Olson
AUDITOR
GARY M. OLSON

DEED OF TRUST

1. Effective Date. April 5, 1996
2. Grantor. Emmie L. Johnson
P.O. Box 475
Washougal, Washington
3. Trustee. David Jahn
610 Esther St. Suite 270
Vancouver, Washington
4. Beneficiary. Baumgartner & Henderson, Inc. P.S.
112 W. 11th, #150
Vancouver, Washington

5. Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

A portion of the Northeast quarter of the Northeast quarter of Section 34, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at a point on the North line of the Northeast quarter of the Northeast quarter, North 89° 27' 32" West, 327.85 feet from the Northeast corner thereof, said point being the Northwest corner of the East half of the East half of the Northeast quarter of the North East quarter; thence South 00° 37' 43" West along the West line thereof, 368.12 feet to a 1/2 inch iron rod on the North right-of-way line of a 60 foot easement; thence following said North right of way line along the arc of a 120 foot radius curve to the right (the incoming tangent of which is South 51° 38' 06" West) for an arc distance of 90.82 feet; thence North 95° 00' 00" West, 111.93 feet; thence along the arc of a 230 foot radius curve to the left for an arc distance of 75.75 feet; thence North 74° 00' 00" West, 7.02 feet; thence along the arc of a 180 foot radius curve to the left for an arc distance of 120.43 feet; thence South 67° 40' 00" West, 259.69 feet to a point on the West line of the Northeast quarter of the Northeast quarter; thence North 00° 48' 50" East along said West line, 455.50 feet, to a 5/8 inch iron rod at

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Indirect ☒
Filed ☒
Marked ☒

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.

10. 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.

11. 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.

12. 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:

13. 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.

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

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the note secured hereby, whether or not named as Beneficiary herein.

Emmie L. Johnson
Emmie L. Johnson
Grantor

William V. Baumgartner
William V. Baumgartner
Baumgartner & Henderson, Inc. P.S.
Beneficiary

STATE OF WASHINGTON)
COUNTY OF <county>) ss.
CLARK

I certify that I know or have satisfactory evidence that Emmie L. Johnson is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 5-8-96

DEBRA L. THORESON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MARCH 30, 1998

Debra L. Thoreson
Notary Public in and for the
State of Washington, residing
at Vancouver

My appointment expires: 5-30-98

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reasonable attorneys' fees and expenses.

If the Maker is more than 10 days delinquent in making any monthly payment, a late charge of 10 percent of the monthly installment shall be paid.

If the Maker is more than fifteen (15) days delinquent in making any payment or is in noncompliance with any of the terms of the instrument securing this Note, then without prior notice this Note shall be due and payable in full, at the Holder's option.

Maker may prepay the principal amount outstanding in whole or in part. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note Holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

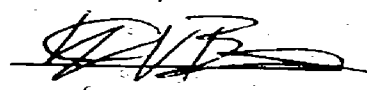
Any notice to Maker provided for in this Note shall be given by mailing such notice by certified mail addressed to Maker at the address stated below, or to such other address as Maker may designate by notice to the Note Holder. Any notice to the Note Holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note Holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Maker.

The indebtedness evidenced by this Note is secured by a Deed of Trust dated May 8, 1996 and reference is made to the Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Note.

Failure to exercise any option set forth above shall not constitute a waiver of the right to exercise such option at a later date.

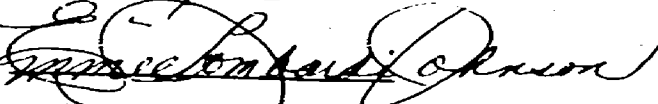
PAYEE:

Dated May 8, 1996


William V. Baumgartner
Baumgartner & Henderson
112 W. 11th, #150
Vancouver, WA 98660

MAKER:

Dated May 6, 1996


Emmie L. Johnson