

Set 20088

125278

DEED OF TRUST

BOOK 157 PAGE 251

THIS DEED OF TRUST, made this 15th day of May, 1996, between HARVEY D. ERICKSON, a single person, as Grantor, whose mailing address is 3651 Skye Road, Washougal, WA 98671; SHAWN R. MACPHERSON, Attorney at Law, Trustee, whose address is 430 N.E. Everett Street, Camas, WA 98607; and CLARA J. SANDERS, a widow, as Beneficiary, whose mailing address is 38919 NE Washougal River Road, Washougal, WA 98671.

WITNESSETH:

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

Lot 23, SKAMANIA HIGHLANDS, according to the recorded plat thereof, recorded in Book A of Plats, Page 140, in the County of Skamania, State of Washington.

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 FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00), together with interest thereon 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 other successor 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 their 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

Prepared by _____
Reviewed, Dir. _____
Audited _____
Filed _____
Sailed _____

Deed of Trust

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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.

IN WITNESS WHEREOF, I have set my hand the day and year first above written.

Harvey D. Erickson
 HARVEY D. ERICKSON, Grantor

STATE OF WASHINGTON)
) ss.
 COUNTY OF CLARK)

On this day personally appeared before me HARVEY D. ERICKSON, a single person, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15th day of May, 1996.

Andrea D. Shiel
 Notary Public in and for the State of
 Washington, Residing at: Camas
 My appointment expires: 10/5/99

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

MAY 20 11 12 AM '96

G. Olson
 AUDITOR
 GARY M. OLSON

