

125369

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First American Title Insurance Company

Filed for Record at Request of

Name _____

Address _____

City and State _____

THIS SPACE PROVIDED FOR RECORDER'S USE

SKAMIA CO. WASH
BY SKAMIA CO. TITL

MAY 30 4 55 PM '56

Garry
AUDITOR
GARY H. OLSON

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 1st day of October, 19 92, between
ROBERT L. DAVIS and JUDITH YECKEL, GRANTOR,

whose address is 0.39L Berge Road, Home Valley, WA 98648,
and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation _____

TRUSTEE, whose address is BOX 277, Stevenson, WA 98649, and
GORGE ENTERPRISES, INC., a Washington Corporation, BENEFICIARY,

whose address is P.O. Box 377, Stevenson, WA 98648,

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

PLEASE SEE ATTACHED EXHIBIT "A"

SEARCHED ☒
INDEXED, Lit ☒
INDIRECT ☒
FILED ☒
NOTED ☒

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 Fifty Thousand and no/100's Dollars (\$ 50,000.00) 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.

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EXHIBIT "A"

A tract of land in the East half of the Southwest quarter of Section 27, Township 3 North, Range 8 East, of the Willamette Meridian, also being a portion of the William M. Murphy D. L. C. No. 37, more particularly described as follows:

Beginning at a point marked by an iron pipe on the East Boundary of said Murphy D. L. C. North a distance of 1,239 feet from the intersection of said East boundary with the South line of Section 27; thence North $69^{\circ} 23'$ West a distance of 232.2 feet; thence South $18^{\circ} 18'$ West a distance of 188.4 feet; thence North $54^{\circ} 36'$ West a distance of 132 feet; thence North $47^{\circ} 31'$ West a distance of 91.7 feet; thence North $60^{\circ} 41'$ West a distance of 581.4 feet; thence North $29^{\circ} 19'$ East a distance of 184.40 feet; thence North $59^{\circ} 51' 32''$ West a distance of 144.45 feet; thence North $46^{\circ} 42' 49''$ West a distance of 89.14 feet to the true point of beginning of this description; thence South $42^{\circ} 12' 10''$ West a distance of 25.0 feet; thence North $62^{\circ} 08' 57''$ West a distance of 169.21 feet; thence South $27^{\circ} 59' 40''$ West a distance of 30 feet; thence North $19^{\circ} 11'$ West a distance of 471.0 feet; thence North $28^{\circ} 41'$ West a distance of 260.0 feet; thence North $82^{\circ} 55'$ East a distance of 30 feet to a point in the centerline of Lyons Road; thence in a Southeasterly direction along the centerline of said Lyons Road to a point that is North $42^{\circ} 12' 10''$ East 149.32 feet and North $11^{\circ} 12'$ East 30 feet from the point of beginning; thence South $11^{\circ} 12'$ West a distance of 30 feet; thence South $42^{\circ} 12' 10''$ West a distance of 149.32 feet to the true point of beginning;

Also known as Lot 2 of the Bill Lyons (Home Valley) Revised Short Plat, recorded September 15, 1978, in Book 2, of Short Plats, Page 69, Records of Skamania County, Washington.