

Filed for Record at Request of

Name Ron and Carol Taylor

Address 12320 Edgewood Avenue

City and State Tacoma, WA 98498

FHESPICE PROFICE PHONE RECORDERS USE SKAPEA THE CO. TASH BY THE CO. THE JUN 17 11 12 AN '96 P. J. France AUDITOR GARY H. OLSON

Sct 20/69

125504

Deed of Trust

tandakida ka na biyanda na maka ka sa kama da na na talifa tang mang kalabiya tali ka ka kalabiya na ma

(For Use in the State of Washington Only) ROOK 157 PAGE 798

THIS DEED OF TRUST, made this 17th day of June 19 96 between STAN M. GHEZZI and SHIRLEY D. GHEZZI, husband and wife GRANTOR, whose address is 19504 NE 11th, Camas, WA 98607

and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation TRUSTEE, whose address is 43 Russell St., Stevenson, WA and RONALD J. TAYLOR and CAROL ANH TAYLOR, husband and wife BENEFICIARY, whose address is 12320 Edgewood Avenue, Tacoma, WA 98498

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with tower of sale, the following described real property in Skamania

Lot 66 as shown on the plat and survey entitled Record of Survey for Waterfront Recreation, Inc., dated May 16, 1974, recorded in Book J, Page 449; Miscellangous Records, Auditor File No. 77523, in the County of Skamania, State, of Washington.

ACAPA III Z

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 Sixteen Thousand and 00/00 Dollars (\$ 16,000.00) 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 five 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
- 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.

LPB-22 (Rev. 2/86)

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 pair of the debt secured in this Deed of Trust. IT IS MUTUALLY AGREED THAT: ROOK 157 PAGE 799 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 4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, ell sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event end upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Dzed of Trust Act of the State of Washington, at public aution 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 on 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 primafacie 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, incres to the benefit of, and is binding not only on the partie executors and assigns. The term Beneficiary shall mean the holder and owner of the poles. o, but on their heirs, devisees, legatees, administrators, the ther or not named as Beneficiary herein. STATE OF WASHINGTON STATE OF WASHINGTON COUNTY OF SKAMANIA COUNTY OF On this On this before me, the undersigned a Notary Public in and for the State of Washington, duly com-STAN M. HIRLEY missioned and sworn, personally appeared CHEZZ S N EXA ribed in and who executed to me known to be the_ President and. respectively of respectively of the corporation that executed the foregoing instrument, and acknowledged the said instru-ment 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 DEBIJ BARNUM Burum otary Public in CAMA < aid 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. 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, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, 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 reconveya nce will be mad DEED OF TRUS Title Insurance
Company
TRUSTEE WITH POWER OF SALE

1 5