



First American Title Insurance Company

Filed for Record at Request of

Name Nina St. Jean

Address 2932 Madrona Drive

City and State Longview, WA 98632

THIS SPACE PROVIDED FOR RECORDER'S USE

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

JUN 25 11 56 AM '96

P. Lowry
AUDITOR
GARY M. OLSON

SCR 2012
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Deed of Trust

(For Use in the State of Washington Only) **BOOK 157 PAGE 972**

THIS DEED OF TRUST, made this 24th day of June, 1996, between

RONALD W. TURNER and ISABEL A. TURNER, husband and wife, GRANTOR,

whose address is 32 Kuskie St. Jean Road, Stevenson, WA 98648

and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation

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

NINA M. ST. JEAN, a single person, BENEFICIARY,

whose address is 2932 Madrona Drive, Longview, WA 98632

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"

By Notary
Notary Public
Notary
Notary
Notary
Notary

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 Eighteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$18,750.00) 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.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereby above 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.

Ronald W. Turner

Isabel A. Turner

STATE OF WASHINGTON

COUNTY OF Skamania

On this day personally appeared before me

Ronald W. Turner &

Isabel A. Turner

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 19

day of June

19 96

for a copy of a
Notary Public in and for the State of Washington, residing at Stevenson

STATE OF WASHINGTON

COUNTY OF Skamania

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

and Isabel A. Turner President and Ronald W. Turner Secretary, respectively

the corporation of First American Title Insurance Company 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 they 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 96

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

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PARCEL I

All that portion of the following described tract in the Southwest Quarter of Section 36, Township 3 North, Range 7½ East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Northerly of the right of way of state highway:

Beginning at a point 1,260 feet South 4° 00' West of the center of Section 36, Township 3 North, Range 7½ East of the Willamette Meridian; thence South 6° 25' East 140.5 feet; thence South 79° 32' West 703.8 feet; thence South 40° 11' West 75 feet; thence South 82° 42' West 212.6 feet; thence North 4° 49' East 77.5 feet; thence North 19° 39' East 71.6 feet; thence North 22° 39' East 162.5 feet; thence North 11° 04' East 175.4 feet; thence North 89° 45' East 583.6 feet; thence South 18° 06' East 77.2 feet; thence South 77° 30' East 206.1 feet to the place of beginning.

EXCEPT that portion conveyed to James R. Kuske, et. ux., by instrument recorded February 4, 1993 in Book 133, Page 287.

PARCEL II

Beginning at the Northeast corner of the HENRY L. SHEPARD DONATION LAND CLAIM in Section 36, Township 3 North, Range 7½ East of the Willamette Meridian, in the County of Skamania, State of Washington; thence South 0° 55' 23" West 447.51 feet along the East line thereof to the true point of beginning; thence continuing South 0° 55' 23" West 77.85 feet; thence North 77° 37' 43" West 19.90 feet; thence North 18° 06' West 77.20 feet; thence North 89° 45' East 44.67 feet to the true point of beginning.

PARCEL III

Beginning at the Northeast corner of the HENRY L. SHEPARD DONATION LAND CLAIM in Section 36, Township 3 North, Range 7½ East of the Willamette Meridian, in the County of Skamania, State of Washington; thence South 0° 55' 23" West 742.02 feet along the East line thereof to the true point of beginning; thence continuing South 0° 55' 23" West 63.19 feet to the Northerly right of way line of State Route 14; thence along said right of way South 81° 35' 28" West 30.73 feet; thence South 84° 05' 54" West 192.40 feet; thence South 87° 45' 25" West 224.23 feet; thence North 86° 48' 27" West 44.45 feet; thence North 2° 55' 39" East 3.05 feet; thence North 79° 32' East 499.39 feet to the true point of beginning.

PARCEL IV

Beginning at the Northeast corner of the HENRY L. SHEPARD DONATION LAND CLAIM in Section 36, Township 3 North, Range 7½ East of the Willamette Meridian, in the County of Skamania, State of Washington; thence South 0° 55' 23" West 742.02 feet along the East line thereof to the true point of beginning; thence continuing South 0° 55' 23" West 63.19 feet to the Northerly right of way line of State Route 14; thence along said right of way North 81° 35' 28" East 212.10 feet; thence North 86° 25' West 69.74 feet; thence South 79° 32' West 204.40 feet to the true point of beginning.