BA CTARR COUNTY ITIE Filed for Record at Request of Aug 2 4 55 fl 196 Political

AUDITORS Clark County Title Company AFTER RECORDING MAIL TO: GARY H. OLSON WILLIAM H. CRISPIEN Address _ City, State, Zip Escrow number: 47385CF BOOK /58 PAGE 187 **DEED OF TRUST**

125907

(For use in the State of Washington Only) THIS DEED OF TRUST, made this

, 19 96 , between

This Space Reserved For Reborder's Use:

day of July THOMAS TUCKER AND CORRINE TUCKER, HUSBAND AND WIFE AND DANIEL C. HUNTINGTON, TRUSTEE OF THE HUNTINGTON-PRINDLE TRUST DATED 7/30/96 , GRANTOR,

whose address is CLARK COUNTY TITLE COMPANY

, TRUSTEE,

whose address is 1400 WASHINGTON STREET, SUITE 100 VANCOUVER, WA 98660

WILLIAM H. CRISPIEN AND JANE E. CRISPIEN, HUSBAND AND WIFE

, BENEFICIARY,

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

LEGAL ATTACHED HERETO AS EXHIBIT 'A' AND MADE A PART THEREOF.

SALE INCLUDES

SUBJECT TO; COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RECORD, IF ANY

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

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of FOUR HUNDRED THOUSAND DOLLARS AND NO/100 Dollars (\$ 400,000.00)

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, Graator 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.

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2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, lient or encumbrances impairing the security of this Deed of Trust. BOOK 158 PAGE 788 3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other dazards is an amount not loss than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies at 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 such brought by Beneficiary to forestose 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 hereinshove 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: 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 nell 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 like 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 aquired 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 unlaw. 6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Art 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, devisces, 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. THOMAS TUCKER PRE HUNELWOTON-PRINDLE TRUST DATED 7/30/90

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BY, Daniel L. Huntington, TRUG TEE STATE OF WASHINGTON COUNTY OF CLAK I certify that I know or have satisfactory evidence that Jumas Juckey + Correct is the person who appeared before me, and said person acknowledged that signed this instrument and acknowledged it to be thurs free and voluntary act for the uses and purposes in this wife mentioned in this instrument Notary Public in and for the State of Wrish/NGTON

Residing at Callin Sound My appointment expires: I certify that I know or have satisfactory evidence that Dane I have or response signed this instrument, on dged it as the_ THE THATTAND THE PANDLE TRUST DATED 1/30/96 Signature of Notary Public Cheryl L. Flack. ACKNOWLEDGEMENT - NETTER STATIVE Form 5009 My appointment expires 2/1/98.

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Order No. 47385

Exhibit "A"

BOOK 758 PAGE 789

The Southwest quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter, Section 4, Township 1 North, Range 5 East of the Williamette Meridian, Skamania County, Washington.

TOGETHER WITH an easement for a road extending in a Northeasterly direction from the Northeast corner of said tract of land to junction with County Road.

ALSO the Southwest quarter of the Northeast quarter of Section 4, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

EXCEPTING therefrom the East half of the East half of the said Southwest quarter of the Northeast quarter of Section 4, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.